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#### NOTICE

##### 1945 Supplement

Book 1 of the 1945 Supplement to the Code of Federal Regulations may be obtained from the Superintendent of Documents, Government Printing Office, at \$3 per copy. This book contains Titles 1 through 9, and includes, in Title 3, Presidential documents in full text together with appropriate reference tables.

A limited sales stock of the 1944 Supplement is still available as previously announced.

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(3 CFR, Cum. Supp., Ch. IV); 8 CFR, 1943 Supp., 90.1)

T. B. SHOEMAKER,  
Acting Commissioner of  
Immigration and Naturalization.

Approved: March 27, 1946.

TOM C. CLARK,  
Attorney General.

[F. R. Doc. 46-5942; Filed, Apr. 9, 1946;  
12:40 p. m.]

#### TITLE 18—CONSERVATION OF POWER

Chapter I—Federal Power Commission  
[Order No. 130]

PART 57—APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY  
UNDER SECTION 7 OF THE NATURAL GAS ACT AS AMENDED

NOTICE AND HEARINGS ON APPLICATIONS FOR  
NON—"GRANDFATHER" CLAUSE CERTIFICATES

MARCH 29, 1946.

The Commission, pursuant to authority vested in it by the Natural Gas Act,

particularly section 16 thereof, and finding such action necessary and appropriate for carrying out the provisions of said act, hereby adopts, promulgates, and prescribes the following amendments to the "Provisional Rules of Practice and Regulations under the Natural Gas Act, with Approved Forms, Effective July 11, 1938":

Part 57, *Application for Certificates of Public Convenience and Necessity under section 7 of the Natural Gas Act as amended* be and it is hereby amended by adding a new section designated as § 57.10 as follows:

NOTICE AND HEARING ON APPLICATIONS FOR CERTIFICATES OF PUBLIC CONVENIENCE AND NECESSITY FOR CONSTRUCTION, EXTENSION, ACQUISITION, OPERATION, ETC. (NON- "GRANDFATHER" CLAUSE CERTIFICATES) UNDER SECTION 7 OF THE NATURAL GAS ACT AS AMENDED

§ 57.10 *Notice and hearings on applications for non- "grandfather" clause certificates.* Upon the filing of an application for a certificate of public convenience and necessity under section 7 of the Natural Gas Act as amended for construction, extension, acquisition, operation, etc. (non- "grandfather" clause certificate), notice of such filing will be given by the Commission to all interested State commissions, municipalities, senators and governors of States, and any other persons, firms, corporations, organizations, or governmental agencies apparently interested or whose participation in the proceeding may be in the public interest, by causing such notice to be published in the FEDERAL REGISTER and by mailing copies thereof to persons, firms, corporations, organizations or agencies specified above, deemed by the Commission, in its discretion, to have a sufficient interest to be entitled to notice. Any person, firm, corporation, organization, or governmental agency desiring to receive such notice of applications, may, upon request, be placed upon a list to be maintained by the Commission and shall thereupon be mailed copies of all such notices of applications.

Such notices of applications shall be drawn in sufficient detail to advise all those interested (a) as to the nature and general description of the facilities proposed to be constructed, extended, acquired, or operated, including the size and approximate cost of the line or other facilities; (b) the capacity or increase in capacity of facilities; (c) the source of any new or additional gas supply; (d) the nature of the service proposed to be rendered, the companies or communities proposed to be served, and the estimated volume or increase in volume of annual gas sales; and (e) the claimed necessity for such proposed construction, extension, acquisition, operation or service. Such notice shall further fix a time not to exceed 15 days within which any person or party desiring to be heard or make any petition or protest with reference to the application may file a protest, request for hearing, notice of intention to intervene, or petition to intervene. No protest may be filed after the time fixed in the notice except by permission of the Commission granted upon a show-

ing of reasonable grounds for failure to file the protest within the time allowed.

If a protest, request for hearing, notice of intention to intervene, or petition to intervene is filed within the time specified in the notice of application, in the judgment of the Commission raising an issue of substance requiring a hearing, the Commission will set the matter down for hearing as to such issue, pursuant to § 50.60 of this chapter.

If no protest, request for hearing, notice of intention to intervene, or petition to intervene is filed within such time, the Commission will set the case down for hearing on a day certain by an order which will state that, if no protest by permission as above provided or petition to intervene has been filed, or intervention allowed as provided in § 50.14 of this chapter, prior to the date fixed for hearing, or if the protest or petition filed, in the judgment of the Commission, raises no issue of substance, the Commission may dispose of the application without contested hearing by order upon the application and evidence filed or available to the Commission and such additional evidence as the Commission may require to be filed for its consideration. Such order for hearing shall be published in the FEDERAL REGISTER and copies thereof mailed to all persons or parties to whom the notice of filing applications was mailed or who, by protest or otherwise, have evinced a sufficient interest. If, thereafter, no protest or petition to intervene is filed or intervention allowed, or if the protest or petition filed raises no issue of substance, as above provided, the Commission may dispose of the application without contested hearing by order as above provided.

The amendments to the "Provisional Rules of Practice and Regulations Under the Natural Gas Act, With Approved Forms, Effective July 11, 1938" adopted, promulgated, and prescribed by this order shall become effective April 20, 1946. The Secretary of the Commission shall cause publication of this order to be made in the FEDERAL REGISTER.

By the Commission.

[SEAL]

LEON M. FUQUAY,  
Secretary.

[F. R. Doc. 46-5960; Filed, Apr. 10, 1946;  
9:29 a. m.]

TITLE 19—CUSTOMS DUTIES

Chapter I—Bureau of Customs

[T. D. 51437]

PART 14—APRAISEMENT

EXAMINATION OF MERCHANDISE—SHELLFISH

Examination of less than 1 package of every 10 packages of certain commodities authorized; § 14.1 (b), Customs Regulations of 1943, as amended by T. Ds. 50959, 51090, 51269, and 51315, further amended.

It is my opinion that the examination of less than 1 package of every 10 packages, but not less than 1 package of every invoice, of the merchandise hereinafter described, if such merchandise is (1) imported in packages the contents and values of which are uniform, or (2) imported in packages the contents of which

are identical as to character although differing as to quantity and value per package, will amply protect the revenue:

Shellfish, fresh or frozen, dried, in brine, or preserved in any manner.

Therefore, by virtue of the authority contained in sections 499 and 624 of the Tariff Act of 1930, as amended (19 U.S.C. secs. 1499 and 1624), I do by this special regulation permit and authorize a less number of packages than 1 package of every 10 packages, but not less than 1 package of every invoice, of the above-described merchandise to be examined.

This special regulation shall not be construed to preclude the examination of packages in addition to the minimum number hereby permitted to be examined if the collector or the appraiser shall deem it necessary that a greater number of packages be examined.

In view of the foregoing, § 14.1 (b), Customs Regulations of 1943 (19 CFR, Cum. Supp., 14.1 (b)), as amended by T. D. 50959 (8 F.R. 15361), T.D. 51090 (9 F.R. 7743), T.D. 51269 (10 F.R. 8683), and T.D. 51315 (10 F.R. 12037), containing a list of merchandise as to which collectors are especially authorized to designate for examination less than 1 package of every 10 packages, is hereby amended by inserting in said list in proper alphabetical position the following:

Shellfish, fresh or frozen, dried, in brine, or preserved in any manner.

The number of this Treasury decision shall be added as a marginal notation to § 14.1 (b).

(Sec. 499, 46 Stat. 728, secs. 15, 16 (a), 52 Stat. 1084, sec. 624, 46 Stat. 759; 19 U.S.C. 1499, 1624)

[SEAL] FRANK DOW,  
Acting Commissioner of Customs.

Approved: April 8, 1946.

O. MAX GARDNER,  
Acting Secretary of the Treasury.

[F. R. Doc. 46-5980; Filed, Apr. 10, 1946;  
11:13 a. m.]

TITLE 26—INTERNAL REVENUE

Chapter I—Bureau of Internal Revenue

Subchapter C—Miscellaneous Excise Taxes

[T. D. 5505]

PART 180—LIQUORS AND ARTICLES FROM PUERTO RICO, VIRGIN ISLANDS, AND PHILIPPINE ISLANDS

MISCELLANEOUS AMENDMENTS

Pursuant to the provisions of section 3360, Internal Revenue Code, §§ 180.47, 180.48 and 180.49 of Regulations 24 (26 CFR, Part 180) are hereby amended to read as follows:

§ 180.47 *Application, Form 487-B.* Application for permit to ship tax-paid liquors and articles shall be made by the shipper for each consignment on Form 487-B, in septicule. All the information required by these regulations and called for by the form shall be furnished. In addition thereto, the shipper shall note separately in Part 1 of such forms the amounts of the basic internal revenue

## FEDERAL REGISTER, Thursday, April 11, 1946

tax and rectification tax paid on the merchandise. All copies of the form shall be delivered to the insular internal revenue agent who will execute his certificate of tax payment thereon and forward all copies to the treasurer within sufficient time to allow for the issuance of permit and customs inspection as provided by § 180.48.

§ 180.48 *Issuance of permit, Form 487-B, and customs inspection.* If the application has been properly executed and the treasurer is satisfied that all internal revenue taxes due on the liquors or articles covered thereby have been paid, he will execute his permit on all copies thereof, retain one copy of the form, return two copies to the shipper and send four copies to the collector of customs in Puerto Rico. The shipper will submit the two copies of the Form 487-B to the collector at least six hours prior to the intended lading of the merchandise. The collector will then inspect the merchandise covered by the Form 487-B after which he will execute his certificate on Part 4 of each copy of Form 487-B indicating all exceptions. If discrepancies appear indicating differences between the quantity covered by Form 487-B and the quantity actually contained in the shipment or the improper taxpayment of the merchandise, he will withhold release of the shipment and notify the treasurer of such discrepancies. Thereupon, such discrepancies must be corrected in the shipping documents and additional tax paid, if required, prior to release of the merchandise. The collector, upon release of the merchandise for shipment, will retain one copy of the Form 487-B, return two copies to the shipper and forward one copy to the deputy collector of Internal Revenue, at San Juan, Puerto Rico. He will also send two copies to the collector of customs at the port of arrival in the United States, one of which should be mailed and the other dispatched on the vessel concerned for the guidance of the inspector who will handle the cargo. After the shipment has been cleared by the collector of customs in Puerto Rico, the shipper shall retain one copy of the Form 487-B and send one copy thereof, with other shipping documents, to the collector of customs at the port of arrival.

§ 180.49 *Action by collector of customs at port of arrival.* Upon receipt of Form 487-B, application and permit to ship tax-paid liquors or articles to the United States, bearing the sworn affidavit of the shipper and the certification of the insular internal revenue agent that all the internal revenue taxes due on the liquors or articles covered thereby have been paid and the copies of Form 487-B from the collector of customs in Puerto Rico, the collector of customs at the port of arrival will inspect the merchandise to determine whether the quantity specified on the Form 487-B is contained in the shipment. He will execute his certificate on Part 5 of each copy of Form 487-B received and indicate thereon any exceptions found at the time of discharge. If he finds that the full amount of the taxes due has not been paid, he will require the difference to be paid prior to release of the merchandise

in accordance with the applicable provisions of these regulations. When the proper inspection of the merchandise has been effected and any additional taxes found to be due on the liquors or articles collected, the merchandise will be released. Two of the three copies of Form 487-B will be retained by the collector of customs and will be available for inspection by internal revenue officers. The other copy will be forwarded to the deputy collector of Internal Revenue at San Juan, Puerto Rico. The carrier of the merchandise specified herein shall at the time of unloading at the port of arrival in the United States segregate and arrange the cases of liquors or articles for convenient customs examination and will assume any expense incurred in connection therewith.

(Sec. 3360, I. R. C.)

Refer to section 3360, Internal Revenue Code.

[SEAL] JOSEPH D. NUNAN, Jr.,  
Commissioner of Internal Revenue.  
W. R. JOHNSON,  
Commissioner of Customs.

Approved: April 9, 1946.

JOSEPH J. O'CONNELL, Jr.,  
Acting Secretary of the Treasury.

[F. R. Doc. 46-5981; Filed, Apr. 10, 1946;  
11:13 a. m.]

## TITLE 29—LABOR

### Chapter IX—Department of Agriculture (Agricultural Labor)

[Supp. 45, Amdt. 1]

### PART 1112—SALARIES AND WAGES OF AGRICULTURAL LABOR IN THE STATE OF ARIZONA

#### WORKERS ENGAGED IN BALING ALFALFA HAY IN MARICOPA COUNTY, ARIZ.

Paragraph (b) of § 1112.2 (10 F. R. 4296) is hereby amended to read as follows:

With a six man crew—30¢ per ton per man for five men, and 35¢ per ton for one man who is designated as lead man.

Where workers are paid on any other basis, rates of compensation must not exceed the equivalent of the rates specified above.

*Effective date.* This amendment 1 to Supplement 45 shall become effective at 12:01 a. m. Mountain Standard Time, April 10, 1946.

Issued this 10th day of April 1946.

[SEAL] K. A. BUTLER,  
Acting Director of Labor,  
U. S. Department of Agriculture.

[F. R. Doc. 46-5963; Filed, Apr. 10, 1946;  
10:55 a. m.]

## TITLE 32—NATIONAL DEFENSE

### Chapter IX—Civilian Production Administration

**AUTHORITY:** Regulations in this chapter unless otherwise noted at the end of docu-

ments affected, issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236, 56 Stat. 177, 58 Stat. 827 and Pub. Law 270, 79th Cong.; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; E.O. 9599, 10 F.R. 10155; E.O. 9638, 10 F.R. 12591; CPA Reg. 1, Nov. 5, 1945, 10 F.R. 13714.

### PART 944—REGULATIONS APPLICABLE TO THE OPERATION OF THE PRIORITIES SYSTEM

[Priorities Reg. 28, Schedule I, as Amended Apr. 10, 1946]

#### CRITICAL PRODUCTS

(a) *Introduction.* The table in this Schedule lists certain of the critical products which the Civilian Production Administration has determined to be in such tight supply that they are serious threats to the national economy. (This Schedule supersedes former Directions 1 through 5 and 7 through 12 to PR-28 covering critical products.) When effective assistance of other kinds is not practicable, the CPA may assign CC preference ratings under paragraph (e) of Priorities Regulation 28 for material which is needed to sustain or increase the production of these products. In addition to the rules explained in paragraph (b) below, the general rules in paragraphs (c) and (d) of Priorities Regulation 28 governing the application for and assignment of CC ratings are also applicable. Especially important is paragraph (d) (1) of Priorities Regulation 28, requiring a determination that the use of substitute and less scarce materials is not practicable, that reasonable efforts have been made to get the required item without a rating, and that a rating is required to obtain the item by the latest date and in the minimum quantity practicable after taking into consideration material in inventory and available without a rating.

#### (b) *Explanation of table.*

*Column I—Critical products.* Column I lists the critical products for which CC ratings may be granted to sustain or increase production. When "specialized machinery" for another critical product is listed in Column I, it includes only machinery and equipment designed solely for the production of that critical product. It does not include general types of equipment suitable for other use even though a particular piece of equipment is designed and built expressly for a producer of the critical product.

*Column II—Persons eligible.* Column II states the persons who may apply for CC ratings. Where Column VI indicates that CC ratings may be assigned for construction, the builder or contractor may apply instead of the person listed.

*Column III—Production materials.* (1) If the word "yes" appears in Column III, the CPA may assign CC ratings to the person named in Column II to get production materials needed to make the item listed in Column I regardless of the applicant's minimum economic rate of operation. Where the applicant regularly sells materials as maintenance, repair or operating supplies for the item he makes, CC ratings may also be assigned to him for such supplies or for materials needed to make them. Applications for CC ratings for textile fabrics or yarns should be made under Priorities Regulation 28A, and CC ratings may be assigned under paragraph (d) of that Regulation in accordance with subparagraph (d) (5) (1).

(2) If the word "no" appears in Column III, CC ratings will be assigned for produc-

tion materials only as provided in Priorities Regulation 28. The same rule applies to any production materials expressly excluded from Column III.

**Column IV—Capital equipment.** (1) If the word "yes" appears in Column IV, the CPA may assign CC ratings to the person named in Column II to get capital equipment which either (i) will result in a substantial increase in production of the item listed in Column I, or (ii) is needed to replace present operating equipment which is in danger of imminent breakdown.

(2) Where the word "no" appears in Col-

umn IV, CC ratings will be assigned for capital equipment only as provided in Priorities Regulation 28. The same rule applies to any capital equipment expressly excluded from Column IV.

**Column V—MRO.** (1) If the word "yes" appears in Column V, the CPA may assign CC ratings to the person named in Column II to get maintenance, repair and operating supplies (MRO) which he needs to use in making the item listed in Column I.

(2) If the word "no" appears in Column V, CC ratings will be assigned for MRO only as provided in Priorities Regulation 28.

**Column VI—Construction.** (1) If the word "yes" appears in Column VI, the CPA may assign CC ratings to the person named in Column II, or to his builder, for material needed for incorporation in new plants or in expanded or modernized old ones where increased production of the item listed in Column I will result, or where the construction is necessary to prevent a loss of production.

(2) If the word "no" appears in Column VI, CC ratings will be assigned for construction materials only as provided in Priorities Regulation 28.

I Critical products	II Person eligible	III Production materials	IV Capital equipment	V MRO	VI Construction
Asphalt and tarred roofing products (smooth surfaced roll roofing, mineral surfaced roll roofing, strip and individual asphalt shingles, mineral surfaced insulation board, laminated asphalt felt and mastic core type boards, saturated felts, dry roofing felts, and saturated or coated sheathing papers).	Producer.....	No.....	Yes (except specialized machinery for asphalt and tarred roofing products).	Yes.....	Yes.
Asphalt and tarred roofing products specialized machinery.	Producer.....	Yes.....	No.....	Yes.....	No.
Building board (board made from wood pulp, vegetable fibres, pressed paper stock, or multiple plies of fibred stock).	Producer.....	No.....	Yes (except specialized machinery for building board).	Yes.....	Yes.
Building board specialized machinery.....	Producer.....	Yes.....	No.....	Yes.....	No.
Castings, malleable iron and gray iron, including cast iron soil pipe, cast iron radiation and railroad car brake shoes (formerly covered by direction 4).	Producer (foundry).....	Yes.....	Yes (except specialized machinery for clay building products).	Yes.....	Yes.
Clay building products (common and face brick, clay structural tile and clay sewer pipe) (formerly covered by direction 2).	Manufacturer.....	Yes.....	No.....	Yes.....	No.
Clay building products specialized machinery (such as de-airing machines, extrusion heads, clay grinders and pulverizers, and brick presses) (formerly covered by Direction 2).	do.....	Yes.....	Yes (except specialized machinery for clay building products).	Yes.....	Yes.
Coal, of the following kinds only: high grade metallurgical and by-product coking coal and double screened domestic coal in the areas comprising Bituminous Producing Districts 1, 2, 3, 7, 8, and 13 (as defined in SFAN Regulation 27) and the anthracite fields of Pennsylvania (formerly covered by direction 1).	Producer.....	No.....	Yes (except underground coal mining machinery and construction machinery).	Yes <sup>1</sup> .....	Yes (at present mines only).
Coal mining machinery, underground (formerly covered by direction 1).	Manufacturer.....	Yes.....	No.....	Yes.....	No.
Concrete building products (light weight and heavy weight aggregate concrete blocks and cement brick) (formerly covered by direction 8).	do.....	Yes (cinders, burned clay or shale, and blast furnace slag, only).	Yes (except specialized machinery for concrete building products).	Yes.....	Yes.
Concrete building products specialized machinery (such as concrete block and brick machines and attachments, including concrete mixers and skip loaders as commonly used in the concrete products industry) (formerly covered by Direction 8).	do.....	Yes.....	No.....	Yes.....	No.
Furnaces (warm-air).....	Producer.....	Yes (except iron and steel products in the forms and shapes listed in Schedule I to Order M-21).	Yes.....	Yes.....	Yes.
Gypsum board and gypsum lath.....	Producer.....	No.....	Yes (except specialized machinery for gypsum board and gypsum lath).	Yes.....	Yes.
Gypsum board and gypsum lath specialized machinery.	Producer.....	Yes.....	No.....	Yes.....	No.
Logs (formerly covered by direction 5).....	Producer (any person engaged in fellling or bucking trees or transporting the yield from felled trees to the points of delivery for manufacture or shipment).	Yes (except special equipment produced only for use in log or sawmill operations).	Yes (except special equipment produced only for use in log or sawmill operations).	Yes.....	Yes.
Lumber (formerly covered by direction 5).....	Producer (operator of any plant, stationary or portable, which produces lumber not further manufactured than by sawing, resawing, passing lengthwise through a standard planing machine, cross-cutting to length and working, but not including any establishment known in the trade as a "distribution yard", engaged in either retail or wholesale business, even though it may process lumber on special orders from customers).	No.....	Yes (except special equipment produced only for use in log or sawmill operations).	Yes.....	Yes.
Millwork, suitable for housing construction (formerly covered by direction 5).	Producer.....	No.....	Yes.....	Yes.....	Yes (at existing plants only).
Motors, electric, fractional horsepower AC (formerly covered by direction 11).	Manufacturer.....	Yes (except electric sheet steel).	Yes.....	Yes.....	Yes.
Penicillin (formerly covered by direction 7).	Producer.....	Yes.....	Yes.....	Yes.....	Yes.
Plywood, softwood (formerly covered by direction 5).	do.....	No.....	Yes.....	Yes.....	Yes (at existing plants only).
Pulpwood (formerly covered by direction 5).	do.....	Yes.....	Yes.....	Yes.....	Yes.
Rosin (formerly covered by direction 10).	do.....	No.....	Yes.....	Yes.....	Yes.
Steel, electrical high silicon sheet (formerly covered by direction 12).	do.....	Yes.....	Yes.....	Yes.....	Yes.
Streptomycin (formerly covered by direction 3).	do.....	Yes.....	Yes.....	Yes.....	Yes.
Titanium dioxide (formerly covered by direction 9).	do.....	Yes.....	Yes.....	Yes.....	Yes.
Veneer, softwood (formerly covered by direction 5).	do.....	No.....	Yes.....	Yes.....	Yes (at existing plants only).
Wire, copper magnet.....	Producer.....	Yes.....	Yes.....	Yes.....	Yes.

<sup>1</sup> CC ratings will be assigned for special repair parts for underground coal mining machinery only where the repair part is essential for the continued operation of the mine and then only where it will not interfere with delivery of mining machinery for more essential purposes.

<sup>2</sup> CC ratings for construction for logs, lumber, and pulpwood will be assigned only for construction at existing plants or at plants which need to be relocated because of increased availability of timber, manpower or transportation facilities.

Issued this 10th day of April 1946.

CIVILIAN PRODUCTION  
ADMINISTRATION,  
By J. JOSEPH WHELAN,  
Recording Secretary.

[F. R. Doc. 46-6004; Filed, Apr. 10, 1946;  
11:53 a. m.]

PART 944—REGULATIONS APPLICABLE TO  
THE OPERATION OF THE PRIORITIES SYS-  
TEM

[Priorities Reg. 33, Direction 9]

USE OF HH RATINGS FOR WARM-AIR FURNACES FOR USE IN THE RECONVERSION HOUSING PROGRAM

The following direction is issued pursuant to Priorities Reg. 33:

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of building materials and building supplies for defense, for private account and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

(a) *Purpose of this direction.* Priorities Regulation 33 provides for the assignment to builders of HH preference ratings to secure materials, listed in Schedule A of that regulation, which are required for use in the Reconversion Housing Program. Among these items are warm-air furnaces. This direction explains under what circumstances orders bearing HH ratings for warm-air furnaces must be accepted and also what the restrictions are in connection with the sale of such furnaces by producers, distributors, jobbers, and dealers.

(b) *Definitions.* For the purpose of this direction:

(1) "Warm-air furnace" means any direct-fired air heating unit which is designed for the purpose of heating the interior of a building, including but not limited to, any heating device commonly known as a gravity or forced warm-air furnace for use with or without air distribution pipes. But, warm-air furnace does not mean a domestic heating stove or a floor or wall furnace.

(2) "Producer" means a person owning or operating facilities in which warm-air furnaces are manufactured, fabricated or assembled.

(3) "Distributor, jobber, or dealer" means a person who buys warm-air furnaces from a producer for resale. If a producer owns and operates factory branch sales offices other than his central factory sales office, such offices shall be considered to be distributors, jobbers, or dealers.

(c) *Prohibition on extension of HH ratings by distributors.* A distributor, jobber, or dealer who receives an HH rated order for warm-air furnaces shall not extend the rating.

(d) *Use of HH rating.* Any person who has been authorized to use an HH rating under Priorities Regulation 33 may use the rating to get warm-air furnaces, subject to the provisions of that regulation.

(e) *Handling of HH rated orders by producers.* A producer who sells warm-air furnaces only to distributors, jobbers, or dealers need not accept HH rated orders for such furnaces. This is the general rule. But, a producer who sells any portion of his production to persons other than distributors, jobbers, or dealers, must sell that portion according to the following rule: Beginning April 15, 1946, at least seventy per cent (70%) of all warm-air furnaces sold or delivered by the producer to persons other than distributors, jobbers, or dealers must be sold or delivered on HH rated orders.

(f) *Set-asides by distributors, jobbers, or dealers.* An adequate reserve stock of warm-air furnaces must be maintained by distributors, jobbers, and dealers to fill orders bearing HH ratings. Consequently, on April 15, 1946, a distributor, jobber, or dealer must set aside and reserve for a period of twenty-one days, to fill orders bearing HH ratings, not less than 70% of his warm-air furnace inventory on that date. After April 15, 1946, a distributor, jobber, or dealer, must further set aside and reserve for a period of twenty-one days, to fill orders bearing HH ratings, not less than 70% of the warm-air furnaces in each shipment received by him from the producer. Until the end of each such twenty-one day period, referred to above, he must accept all HH rated orders up to the reserved quantity regardless of whether such orders call for delivery within the twenty-one day period, but he need not accept HH rated orders for warm-air furnaces in excess of the reserved quantity.

Any warm-air furnaces which the distributor, jobber, or dealer is not required to set aside, and any warm-air furnaces in the set-aside for which HH ratings are not received in the set-aside period, may be disposed of without regard to HH ratings. Orders rated AAA, MM, or CC must be filled from this balance in that order of preference in accordance with Priorities Regulation 1. A distributor, jobber, or dealer may not refuse to accept an HH rated order on the ground that he has no warm-air furnaces in stock, but he must accept the order for delivery out of the 70% set-aside of a later shipment from the producer.

(g) *Calculations on basis of producer's billing price.* Calculations of quantities shall be made on the basis of the producer's billing price to distributors, jobbers, or dealers.

(h) *This direction not applicable to AAA ratings.* Nothing in this direction affects AAA rated orders.

Issued this 10th day of April 1946.

CIVILIAN PRODUCTION  
ADMINISTRATION,  
By J. JOSEPH WHELAN,  
Recording Secretary.

[F. R. Doc. 46-6005; Filed, Apr. 10, 1946;  
11:53 a. m.]

PART 944—REGULATIONS APPLICABLE TO THE  
OPERATIONS OF THE PRIORITIES SYSTEM

[Priorities Reg. 33, Schedule A, as Amended  
Apr. 10, 1946]

§ 944.54 *Schedule A to Priorities Regulation 33.* The priorities assistance assigned to builders under Priorities Regulation 33 may be used only to get the following materials (additions to and deletions from this schedule may be made from time to time):

	Direction to Priorities Regulation 33 applying to the material
Hardwood flooring	Direction 1
Millwork (including doors and built-in kitchen cabinets)	Direction 1
Lumber	Direction 1
Softwood plywood (limited by Direction 1A as to uses and quantities)	Direction 1A
Bathtubs	Direction 2
Cast iron radiation	Direction 3
Cast iron soil pipe and fittings	Direction 4
Gypsum board	Direction 5
Gypsum lath	Direction 5
Structural clay tile	Direction 6
Common and face brick	Direction 6

	Direction to Priorities Regulation 33 applying to the material
Concrete blocks	Direction 7
Prefabricated houses	Direction 8
Prefabricated sections	Direction 8
Prefabricated panels	Direction 8
Clay sewer pipe	
Warm-air furnaces	Direction 9

Definitions of the above items may be given in the appropriate directions.

Issued this 10th day of April 1946.

CIVILIAN PRODUCTION  
ADMINISTRATION,  
By J. JOSEPH WHELAN,  
Recording Secretary.

[F. R. Doc. 6006; Filed, Apr. 10, 1946;  
11:53 a. m.]

Chapter XI—Office of Price  
Administration

PART 1305—ADMINISTRATION

[SO 151, Amdt. 1]

JOBBERS, WHOLESALERS AND RETAILERS MAX-  
IMUM PRICES FOR CERTAIN HARDWARE AND  
SCREEN CLOTH ITEMS

A statement of the considerations involved in the issuance of this Amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.

Supplementary Order No. 151 is amended in the following respects:

1. In section 1 (b), the item "13.—Mail boxes, except rural" is amended to read:

13. Mail boxes

2. Section 4 is amended to read as follows:

(4) *Maximum prices*—(a) *Jobber and wholesaler.* A jobber's or wholesaler's maximum price for any item set forth in this supplementary order shall be the manufacturer's legal maximum price to jobbers or wholesalers as determined under the applicable maximum price regulation, plus the percentage mark-up shown opposite the item or category in Column 1 of section 6, plus actual inbound transportation expense, if any.

(b) *Retailers.* (1) Except as otherwise provided in this paragraph, retailer's maximum price of any item covered by this supplementary order shall be the jobber's or wholesaler's maximum price as determined under (a) above, plus the percentage mark-up shown opposite the item in Column II of section 6.

(2) A retailer's maximum price for bright wire nails, 3d and larger, common only, when sold in less-than-keg lots, shall be 8 cents per pound.

(3) A retailer's maximum price for bright wire nails, smaller than 3d, common only, when sold in less-than-keg lots, shall be 10¢ per pound.

3. In section 6 (a) "Category of hardware items and screen cloth", the item X is amended to read:

(X) Butts and Hinges, wrought steel, plated, japanned or primed for painting; sizes: up to and including 4" x 4".

This amendment shall become effective April 10, 1946.

Issued this 9th day of April 1946.

PAUL A. PORTER,  
Administrator,

[F. R. Doc. 46-5944; Filed, Apr. 9, 1946;  
4:06 p. m.]

PART 1389—APPAREL

[RMPR 208; Amdt. 11]

MAXIMUM PRICES FOR STAPLE WORK  
CLOTHING

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.

Revised Maximum Price Regulation 208 is amended in the following respects:

1. Paragraph (b) (2) (ii) of section 2.2 is amended to read as follows:

(ii) The garment contains body material which is the same with respect to construction, weight and thread count (within the tolerance of the Worth Street Rules), finish (including shrinkage treatment) and color fastness ("seconds" of body materials, made to military specifications and released by the military for use in civilian garments, shall not be considered the same as such fabrics in first quality);

2. The second undesignated paragraph of section 2.6 is amended to read as follows:

Maximum prices authorized by orders issued under this section prior to December 1, 1945 may be adjusted, as set forth below, when the garments contain (a) denim, covert or chambray purchased on or after June 21, 1945, (b) cottonade or whipcord purchased on or after August 31, 1945, or (c) pinchecks or pinstripes purchased on or after September 17, 1945. Moreover, so may maximum prices authorized by orders issued under this section prior to April 9, 1946, when the garments contain jean, drill, twill or poplin purchased on or after September 17, 1945.

3. Paragraph (d) of section 5.6 is revoked.

4. The first sentence in subparagraph (5) of section 5.9 (b) is amended to read as follows:

(5) *Orders issued prior to specified dates.* Maximum prices adjusted by orders issued under this section prior to December 1, 1945, may be adjusted, as set forth below, when the garments contain (i) denim, covert or chambray purchased on or after June 21, 1945, (ii) cottonade or whipcord purchased on or after August 31, 1945, or (iii) pinchecks or pinstripes purchased on or after September 17, 1945. Moreover, so may maximum prices adjusted by orders issued under this section prior to April 9, 1946, when the garments contain jean, drill, twill or poplin purchased on or after September 17, 1945.

5. In Appendix B, paragraph (a) (1) is amended to read as follows:

(1) For garments made of the following fabrics, Table I is always used:  
(i) Moleskins (plain or black and white).  
(ii) Ducks.  
(iii) Sheetings.  
(iv) Cheviots.

6. In Appendix B, paragraph (a) (4) is amended to read as follows:

(4) For garments made of pinchecks, pinstripes, jean, drill, twill and poplin:

(1) Table I must be used if the garment is made from material which the manufacturer purchased prior to September 17, 1945;

(ii) Table II is to be used if the garment is made from material which the manufacturer purchased on or after September 17, 1945.

7. Additional lines of fabrics and figures are added at the end of Table II in Appendix B, to read as follows:

Type of cloth	Weight of cloth	Adjustment (cents per yard)		
		Column A price list issued on or after Jan. 1, 1943		Column B price list issued prior to Jan. 1, 1942
		Part 1 men's garments	Part 2 boys' garments	
Finished jeans, 36" basis	2.85	+0.175	+0.425	+0.675
Finished drills, 29"-28" basis	2.50	-.25	+.25	+.75
Carded poplins, 35" basis	2.50	+.25	+.75	+1.25
Gov't. twills, types 1-5, 36" basis	2.85-3.25	+.50	+.75	+1.00
Twills, 36" basis	8.2 oz.	-.50	+.25	+1.00
Twills, 28" basis	6 oz.	+.75	+.75	+1.75
	All weights	+1.00	+1.00	+1.00

8. Table II in Appendix C is revoked and a new table is substituted, to read as follows:

TABLE II—SHIRTS NOT COVERED BY TABLE I, WORK PANTS, WORK BREECHES, COATS AND JACKETS LINED WITH COTTON BLANKET MATERIAL, AND ONE-PIECE WORK SUITS WHEN MADE OF MATERIALS OTHER THAN DENIM, PANTS COVERT, COTTONADE, WHIPCORD, PINCHECKS AND PINSTRIPES (HOWEVER, IF THE SHIRT OF A MATCHED SET IS COVERED BY TABLE I, THE SHIRT MUST BE PRICED UNDER TABLE I AND THE PANTS UNDER TABLE II)

Column 1	Column 2	Column 3	Column 4	Column 5	TABLE II—Continued.									
					Sales at retail by Group II retail seller <sup>2</sup>		Sales at retail by Group I retail seller <sup>1</sup>		Sales at whole- sale <sup>1</sup> (per dozen)		Sales at whole- sale <sup>1</sup> (per gar- ment)		Sales at retail by Group II retail seller <sup>2</sup>	
\$10.56-\$10.64+	\$13.00	\$1.26	\$1.32	\$1.33	\$14.15-\$14.22+	\$17.40	\$1.69	\$1.77	\$1.78	\$1.78	\$1.78	\$1.78	\$1.78	\$1.78
\$10.65-\$10.72+	13.10	1.27	1.33	1.34	\$14.23-\$14.31+	17.50	1.70	1.78	1.79	1.79	1.79	1.79	1.79	1.79
\$10.73-\$10.80+	13.20	1.28	1.34	1.35	\$14.32-\$14.39+	17.60	1.71	1.79	1.80	1.80	1.80	1.80	1.80	1.80
\$10.81-\$10.88+	13.30	1.29	1.35	1.36	\$14.40-\$14.47+	17.70	1.72	1.80	1.80	1.80	1.80	1.80	1.80	1.80
\$10.89-\$10.96+	13.40	1.30	1.36	1.37	\$14.48-\$14.55+	17.80	1.73	1.81	1.82	1.82	1.82	1.82	1.82	1.82
\$10.97-\$11.04+	13.50	1.31	1.37	1.38	\$14.56-\$14.63+	17.90	1.74	1.82	1.83	1.83	1.83	1.83	1.83	1.83
\$11.05-\$11.13+	13.60	1.32	1.38	1.39	\$14.64-\$14.71+	18.00	1.75	1.83	1.84	1.84	1.84	1.84	1.84	1.84
\$11.13-\$11.21+	13.70	1.33	1.39	1.40	\$14.72-\$14.79+	18.10	1.76	1.84	1.85	1.85	1.85	1.85	1.85	1.85
\$11.22-\$11.29+	13.80	1.34	1.40	1.41	\$14.80-\$14.88+	18.20	1.77	1.85	1.86	1.86	1.86	1.86	1.86	1.86
\$11.30-\$11.37+	13.90	1.35	1.41	1.42	\$14.88-\$14.96+	18.30	1.78	1.86	1.87	1.87	1.87	1.87	1.87	1.87
\$11.38-\$11.45+	14.00	1.36	1.42	1.43	\$14.96-\$15.04+	18.40	1.79	1.87	1.88	1.88	1.88	1.88	1.88	1.88
\$11.46-\$11.53+	14.10	1.37	1.43	1.44	\$15.04-\$15.12+	18.50	1.80	1.88	1.89	1.89	1.89	1.89	1.89	1.89
\$11.54-\$11.61+	14.20	1.38	1.44	1.45	\$15.12-\$15.20+	18.60	1.81	1.89	1.90	1.90	1.90	1.90	1.90	1.90
\$11.62-\$11.70+	14.30	1.39	1.45	1.46	\$15.20-\$15.28+	18.70	1.82	1.90	1.91	1.91	1.91	1.91	1.91	1.91
\$11.71-\$11.78+	14.40	1.40	1.46	1.47	\$15.28-\$15.36+	18.80	1.82	1.91	1.92	1.92	1.92	1.92	1.92	1.92
\$11.79-\$11.86+	14.50	1.41	1.47	1.48	\$15.36-\$15.45+	18.90	1.83	1.92	1.93	1.93	1.93	1.93	1.93	1.93
\$11.87-\$11.94+	14.60	1.42	1.48	1.49	\$15.44-\$15.53+	19.00	1.84	1.93	1.94	1.94	1.94	1.94	1.94	1.94
\$11.95-\$12.02+	14.70	1.43	1.49	1.50	\$15.52-\$15.61+	19.10	1.85	1.94	1.95	1.95	1.95	1.95	1.95	1.95
\$12.03-\$12.10+	14.80	1.44	1.50	1.51	\$15.60-\$15.69+	19.20	1.86	1.95	1.96	1.96	1.96	1.96	1.96	1.96
\$12.11-\$12.19+	14.90	1.45	1.51	1.52	\$15.68-\$15.76+	19.30	1.87	1.96	1.97	1.97	1.97	1.97	1.97	1.97
\$12.20-\$12.27+	15.00	1.46	1.52	1.53	\$15.76-\$15.84+	19.40	1.88	1.97	1.98	1.98	1.98	1.98	1.98	1.98
\$12.28-\$12.35+	15.10	1.47	1.53	1.54	\$15.84-\$15.91+	19.50	1.89	1.98	1.99	1.99	1.99	1.99	1.99	1.99
\$12.36-\$12.43+	15.20	1.48	1.54	1.55	\$15.92-\$15.99+	19.60	1.90	1.99	2.00	2.00	2.00	2.00	2.00	2.00
\$12.44-\$12.51+	15.30	1.49	1.55	1.56	\$16.00-\$16.07+	19.70	1.91	2.00	2.01	2.01	2.01	2.01	2.01	2.01
\$12.52-\$12.59+	15.40	1.50	1.56	1.57	\$16.08-\$16.75+	19.80	1.92	2.01	2.02	2.02	2.02	2.02	2.02	2.02
\$12.60-\$12.67+	15.50	1.51	1.57	1.58	\$16.16-\$16.83+	19.90	1.93	2.02	2.03	2.03	2.03	2.03	2.03	2.03
\$12.68-\$12.76+	15.60	1.51	1.58	1.59	\$16.24-\$16.91+	20.00	1.94	2.03	2.04	2.04	2.04	2.04	2.04	2.04
\$12.77-\$12.84+	15.70	1.52	1.59	1.60	\$16.32-\$17.00+	20.10	1.95	2.04	2.05	2.05	2.05	2.05	2.05	2.05
\$12.85-\$12.92+	15.80	1.53	1.60	1.61	\$16.40-\$17.08+	20.20	1.96	2.05	2.06	2.06	2.06	2.06	2.06	2.06
\$12.93-\$13.00+	15.90	1.54	1.61	1.62	\$16.48-\$16.56+	20.30	1.97	2.06	2.07	2.07	2.07	2.07	2.07	2.07
\$13.01-\$13.08+	16.00	1.55	1.62	1.64	\$16.56-\$17.16+	21.00	2.04	2.13	2.14	2.14	2.14	2.14	2.14	2.14
\$13.09-\$13.16+	16.10	1.56	1.63	1.65	\$16.72-\$17.22+	21.10	2.05	2.13	2.14	2.14	2.14	2.14	2.14	2.14
\$13.17-\$13.25+	16.20	1.57	1.64	1.66	\$16.79-\$17.37+	21.20	2.06	2.14	2.15	2.15	2.15	2.15	2.15	2.15
\$13.20-\$13.33+	16.30	1.58	1.65	1.67	\$16.87-\$18.06+	21.30	2.07	2.15	2.16	2.16	2.16	2.16	2.16	2.16
\$13.34-\$13.41+	16.40	1.59	1.66	1.68	\$16.95-\$18.14+	21.40	2.08	2.17	2.18	2.18	2.18	2.18	2.18	2.18
\$13.42-\$13.49+	16.50	1.60	1.67	1.69	\$17.03-\$18.22+	21.50	2.09	2.18	2.19	2.19	2.19	2.19	2.19	2.19
\$13.50-\$13.57+	16.60	1.61	1.69	1.70	\$17.10-\$18.30+	22.40	2.17	2.27	2.28	2.28	2.28	2.28	2.28	2.28
\$13.58-\$13.65+	16.70	1.62	1.70	1.71	\$17.18-\$18.38+	22.50	2.18	2.28	2.29	2.29	2.29	2.29	2.29	2.29
\$13.66-\$13.73+	16.80	1.63	1.71	1.72	\$17.26-\$18.46+	22.60	2.19	2.29	2.31	2.31	2.31	2.31	2.31	2.31
\$13.74-\$13.82+	16.90	1.64	1.72	1.73	\$17.34-\$18.55+	22.70	2.20	2.30	2.32	2.32	2.32	2.32	2.32	2.32
\$13.82-\$13.90+	17.00	1.65	1.73	1.74	\$17.42-\$18.63+	22.80	2.21	2.31	2.33	2.33	2.33	2.33	2.33	2.33
\$13.91-\$13.98+	17.10	1.66	1.74	1.75	\$17.50-\$18.71+	22.90	2.22	2.32	2.34	2.34	2.34	2.34	2.34	2.34
\$13.99-\$14.06+	17.20	1.67	1.74	1.76	\$17.58-\$18.79+	23.00	2.23	2.33	2.35	2.35	2.35	2.35	2.35	2.35
\$14.07-\$14.14+	17.30	1.68	1.76	1.77	\$17.66-\$18.87+	23.10	2.24	2.34	2.36	2.36	2.36	2.36	2.36	2.36

## FEDERAL REGISTER, Thursday, April 11, 1946

TABLE II—Continued.

Column 1	Column 2	Column 3	Column 4	Column 5
Supplier's net selling price (per dozen)	Sales at wholesale <sup>1</sup> (per dozen)	Sales at retail by Group I seller <sup>1</sup> (per garment)	Bought from manufacturer (per garment)	Sales at retail by Group II retail seller <sup>2</sup>
\$15.88-\$18.95+	\$23.20	\$2.25	\$2.35	\$2.37
\$18.96-\$19.03+	23.30	2.26	2.36	2.38
\$19.04-\$19.12+	23.40	2.27	2.37	2.39
\$19.13-\$19.20+	23.50	2.28	2.38	2.40
\$19.21-\$19.28+	23.60	2.29	2.39	2.41
\$19.29-\$19.36+	23.70	2.30	2.40	2.42
\$19.37-\$19.44+	23.80	2.31	2.42	2.43
\$19.45-\$19.52+	23.90	2.32	2.43	2.44
\$19.53-\$19.61+	24.00	2.33	2.44	2.45
\$19.62-\$19.69+	24.10	2.34	2.45	2.46
\$19.70-\$19.77+	24.20	2.35	2.46	2.47
\$19.78-\$19.85+	24.30	2.36	2.47	2.48
\$19.86-\$19.93+	24.40	2.37	2.48	2.49
\$19.94-\$20.01+	24.50	2.38	2.49	2.50
\$20.02-\$20.09+	24.60	2.39	2.50	2.51
\$20.10-\$20.18+	24.70	2.40	2.51	2.52
\$20.19-\$20.26+	24.80	2.41	2.52	2.53
\$20.27-\$20.34+	24.90	2.42	2.53	2.54
\$20.35-\$20.42+	25.00	2.43	2.54	2.55
\$20.43-\$20.50+	25.10	2.44	2.55	2.56
\$20.51-\$20.58+	25.20	2.45	2.56	2.57
\$20.59-\$20.67+	25.30	2.46	2.57	2.58
\$20.68-\$20.75+	25.40	2.47	2.58	2.59
\$20.76-\$20.83+	25.50	2.47	2.59	2.60
\$20.84-\$20.91+	25.60	2.48	2.60	2.61
\$20.92-\$20.99+	25.70	2.49	2.61	2.63
\$21.00-\$21.07+	25.80	2.50	2.62	2.64
\$21.08-\$21.15+	25.90	2.51	2.63	2.65
\$21.16-\$21.24+	26.00	2.52	2.64	2.66
\$21.25-\$21.32+	26.10	2.53	2.65	2.67
\$21.33-\$21.40+	26.20	2.54	2.66	2.68
\$21.41-\$21.48+	26.30	2.55	2.67	2.69
\$21.49-\$21.56+	26.40	2.56	2.68	2.70
\$21.57-\$21.64+	26.50	2.57	2.69	2.71
\$21.65-\$21.73+	26.60	2.58	2.70	2.72
\$21.74-\$21.81+	26.70	2.59	2.71	2.73
\$21.82-\$21.89+	26.80	2.60	2.72	2.74
\$21.90-\$21.97+	26.90	2.61	2.73	2.75
\$21.98-\$22.05+	27.00	2.62	2.74	2.76
\$22.06-\$22.13+	27.10	2.63	2.75	2.77
\$22.14-\$22.21+	27.20	2.64	2.76	2.78
\$22.22-\$22.30+	27.30	2.65	2.77	2.79
\$22.31-\$22.38+	27.40	2.66	2.78	2.80
\$22.39-\$22.46+	27.50	2.67	2.79	2.81
\$22.47-\$22.54+	27.60	2.68	2.80	2.82
\$22.55-\$22.62+	27.70	2.69	2.81	2.83
\$22.63-\$22.70+	27.80	2.70	2.82	2.84
\$22.71-\$22.79+	27.90	2.71	2.83	2.85
\$22.80-\$22.87+	28.00	2.72	2.84	2.86
\$22.88-\$22.95+	28.10	2.73	2.85	2.87
\$22.96-\$23.03+	28.20	2.74	2.86	2.88
\$23.04-\$23.11+	28.30	2.75	2.87	2.89
\$23.12-\$23.19+	28.40	2.76	2.88	2.90
\$23.20-\$23.27+	28.50	2.77	2.89	2.91
\$23.28-\$23.36+	28.60	2.78	2.90	2.92
\$23.37-\$23.44+	28.70	2.79	2.91	2.93
\$23.45-\$23.52+	28.80	2.79	2.92	2.94
\$23.53-\$23.60+	28.90	2.81	2.93	2.95
\$23.61-\$23.68+	29.00	2.82	2.94	2.96
\$23.69-\$23.76+	29.10	2.82	2.95	2.97
\$23.77-\$23.85+	29.20	2.83	2.96	2.98
\$23.85-\$23.93+	29.30	2.84	2.97	2.99
\$23.94-\$24.01+	29.40	2.85	2.98	3.00
\$24.02-\$24.09+	29.50	2.86	2.99	3.01
\$24.10-\$24.17+	29.60	2.87	3.00	3.02
\$24.18-\$24.25+	29.70	2.88	3.01	3.03
\$24.26-\$24.33+	29.80	2.89	3.02	3.04
\$24.34-\$24.42+	29.90	2.90	3.03	3.05
\$24.43-\$24.50+	30.00	2.91	3.04	3.06
\$24.51-\$24.58+	30.10	2.92	3.05	3.07
\$24.59-\$24.66+	30.20	2.93	3.07	3.09
\$24.67-\$24.74+	30.30	2.94	3.08	3.10
\$24.75-\$24.82+	30.40	2.95	3.09	3.11
\$24.83-\$24.91+	30.50	2.96	3.10	3.12
\$24.92-\$24.99+	30.60	2.97	3.11	3.13
\$25.00-\$25.07+	30.70	2.98	3.11	3.14
\$25.08-\$25.15+	30.80	2.99	3.12	3.15
\$25.16-\$25.23+	30.90	3.01	3.14	3.16
\$25.24-\$25.31+	31.00	3.01	3.15	3.17
\$25.32-\$25.39+	31.10	3.02	3.16	3.18
\$25.40-\$25.48+	31.20	3.03	3.17	3.19
\$25.49-\$25.56+	31.30	3.04	3.18	3.20
\$25.57-\$25.64+	31.40	3.05	3.19	3.21
\$25.65-\$25.72+	31.50	3.06	3.20	3.22
\$25.73-\$25.80+	31.60	3.06	3.21	3.23
\$25.81-\$25.88+	31.70	3.07	3.22	3.24
\$25.89-\$25.97+	31.80	3.09	3.23	3.25
\$25.98-\$26.05+	31.90	3.10	3.24	3.26
\$26.06-\$26.13+	32.00	3.11	3.25	3.27
\$26.14-\$26.21+	32.10	3.12	3.26	3.28
\$26.22-\$26.29+	32.20	3.13	3.27	3.29
\$26.30-\$26.37+	32.30	3.14	3.28	3.30

This amendment shall become effective April 9, 1946.

TABLE II—Continued.

Column 1	Column 2	Column 3	Column 4
Supplier's net selling price (per dozen)	Sales at wholesale <sup>1</sup> (per dozen)	Sales at retail by Group I seller <sup>1</sup> (per garment)	Sales at retail by Group II retail seller <sup>2</sup>
\$26.38-\$26.45+	\$32.40	\$3.14	\$3.29
\$26.46-\$26.54+	32.50	3.15	3.30
\$26.55-\$26.62+	32.60	3.16	3.31
\$26.63-\$26.70+	32.70	3.17	3.32
\$26.71-\$26.78+	32.80	3.18	3.33
\$26.79-\$26.86+	32.90	3.19	3.34
\$26.87-\$26.94+	33.00	3.20	3.35
\$26.95-\$27.03+	33.10	3.21	3.36
\$27.04-\$27.11+	33.20	3.22	3.37
\$27.12-\$27.19+	33.30	3.23	3.38
\$27.20-\$27.27+	33.40	3.24	3.39
\$27.28-\$27.35+	33.50	3.25	3.40
\$27.36-\$27.43+	33.60	3.26	3.41
\$27.44-\$27.51+	33.70	3.27	3.42
\$27.52-\$27.60+	33.80	3.28	3.43
\$27.61-\$27.68+	33.90	3.29	3.46

Issued this 9th day of April 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-5943; Filed, Apr. 9, 1946;  
4:06 p. m.]

## PART 1305—ADMINISTRATION

[SO 126,<sup>1</sup> Amdt. 23]

## EXEMPTION AND SUSPENSION OF CERTAIN ARTICLES OF CONSUMER GOODS FROM PRICE CONTROL

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.

Supplementary Order No. 126 is amended in the following respects:

1. Section 3 is amended by adding the following items:

Horse and cattle covers and blankets (other than utility and camp blankets), which are:

(a) Cut, shaped, fitted and fabricated from cotton, jute or wool fabric, with leather straps, hardware and other attachments; or

(b) Square unscoured blankets, 80" x 84" and larger, with reinforced leather straps.

2. Section 4 is amended by adding the following items:

Cloak hanger covers,

Lamp shade covers,

Sewing machine covers,

Washing machine covers,

Home appliance covers,

Shoe polisher mits,

Soap mits,

Coaster jackets,

Flags,

Novelty tinsel thread and yarn.

Fishing lines, including tarred fishing lines, composed in whole or in part of silk, rayon, nylon, linen or cotton.

This amendment shall become effective April 10, 1946.

Issued this 10th day of April 1946.

JAMES G. ROGERS, Jr.,  
Acting Administrator.

[F. R. Doc. 46-5955; Filed, Apr. 10, 1946;  
11:27 a. m.]

## PART 1363—FEEDINGSTUFFS

[MPR 552, Amdt. 3]

## PET FOOD

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.

Article II of Maximum Price Regulation 552 is amended in the following respects:

1. Sections 9, 10, 11, 12 and 13 are amended to read as follows:

SEC. 9. Maximum prices of processors of pet foods for sales to retailers. (a) If you are a processor of dry or dehydrated pet foods, your maximum price

<sup>1</sup> 10 F.R. 10200, 11348, 11512, 12919, 13110, 13071, 13776, 14396, 14734, 14735, 14899, 15346; 11 F.R. 881, 712, 1774, 2375.

for the sale of such pet foods to retailers shall be the higher of the following:

(1) Your maximum price for the particular type and kind of sale of such pet foods to retailers as determined under the General Maximum Price Regulation, or

(2) Your maximum price for the particular type and kind of sale of such pet foods to retailers as previously recalculated under the provisions of this regulation.

(b) If you are a processor of moist or frozen pet foods, your maximum price for the sale of such pet foods to retailers shall be the highest of the following:

(1) Your maximum price for the particular type and kind of sale of such pet foods to retailers as determined under the General Maximum Price Regulation, or

(2) Your maximum price for the particular type and kind of sale of such pet foods to retailers as previously recalculated under the provisions of this regulation, or

(3) The maximum price for the particular type and kind of sale of such pet foods to retailers as recalculated under the provisions of section 10 of this regulation: *Provided*, That you make such recalculations prior to 1946.

**SEC. 10. Recalculation of maximum prices by processors of moist or frozen pet foods for sales to retailers.** If you are a processor of moist or frozen pet foods, you may recalculate your maximum prices for each type and kind of sale of such pet foods to retailers at any time prior to 1946, by adding

(a) Your maximum price for the sale of such pet foods to retailers as determined under the General Maximum Price Regulation, and

(b) If your product is made by the same formula that you used in March 1942, the amount of all increases in the cost of ingredients and packaging materials, computed as of the date of your recalculations, over their cost in March, 1942, or

(c) If you have changed your formula since March, 1942, the amount of all increases in the cost of ingredients and packaging materials used in your present formula, computed as of the date of your recalculations, over their cost in March, 1942.

(d) Your cost of ingredients and packaging materials in paragraphs (b) and (c) above shall be computed in the following manner:

(1) If the price of the ingredient or packaging material is subject to the General Maximum Price Regulation or to a specific regulation, you shall use the maximum price of such ingredient or packaging material on the sale to you at your plant in the quantities in which you normally purchase it from your customary supplier computed as of the date of recalculations.

(2) If the price of the ingredient or packaging material is not under price control, you shall use its replacement cost to you at your plant in the quantities in which you normally purchase it from your customary supplier computed as of the date of your recalculations.

**SEC. 11. Maximum prices of processors for sales of new products and for sales in new container sizes to retailers.** (a)

If you are a processor of dry, moist, frozen or dehydrated pet foods not previously manufactured by you, you shall determine your maximum price for each type and kind of sale of such pet foods to retailers by taking the maximum price of your closest competitive seller of the same or a similar product for such type or kind of sale, or if you have no such competitor, you shall apply to the Office of Price Administration for the establishment of a maximum price for use by you. In either event, you shall report the following information to the Cereals, Feeds and Agricultural Chemicals Branch of the Office of Price Administration at Washington, D. C., for the establishment of a maximum price for such sales. Such application shall contain the following information:

disapproved for the purpose of pricing sales or deliveries made subsequent to its disapproval.

(b) If you are a processor of dry, moist, frozen or dehydrated pet foods and you desire to sell such pet foods to retailers in a container size for which a maximum price has not previously been determined, you shall apply to the Cereals, Foods & Agricultural Chemicals Branch of the Office of Price Administration at Washington, D. C., for the establishment of a maximum price for such sales. Such application shall contain the following information:

(1) Your name and address.

(2) A description of the product, including the brand name if any.

(3) The weight and type of the package now used and the number of packages to a shipping unit.

(4) The proposed weight and type of package and the number of packages to a shipping unit.

(5) An itemized breakdown of the packaging costs for both the present and the proposed package, according to your own system of accounts.

(6) Your present maximum price for the sale of such product, and your proposed maximum price for sales in the new container size.

The Office of Price Administration may approve the maximum price requested by you or, in the event of a disapproval, shall proceed to establish a reasonable maximum price for use by you. Any maximum price determined in good faith pursuant to the provisions of this paragraph which has not been disapproved within thirty days after filing shall thereafter be deemed to be approved: *Provided*, That if it is subsequently disapproved, it shall thereafter be treated as disapproved for the purpose of pricing sales or deliveries made subsequent to its disapproval.

**SEC. 12. Maximum prices of processors of pet foods for sales to private brand dealers.** (a) If you are a processor of dry, moist, frozen or dehydrated pet foods, your maximum price for the sale of such pet foods to private brand dealers shall be the highest of the following:

(1) Your maximum price for the particular type and kind of sale of such pet foods to private brand dealers as determined under the General Maximum Price Regulation, or

(2) Your maximum price for the particular type and kind of sale of such pet foods to private brand dealers as previously recalculated under the provisions of this regulation, or

(3) In the case of moist or frozen pet foods, a maximum price for the particular type and kind of sale of such pet foods to private brand dealers as recalculated in the manner provided for the recalculations of maximum prices for sales to retailers under section 10 of this regulation.

(b) If you made no previous sales of such pet foods to private brand dealers, you shall file an application with the Cereals, Feeds and Agricultural Chemicals Branch of the Office of Price Administration at Washington, D. C. requesting the establishment of a maximum price for the sale of the particular kind of pet food to private brand dealers. Such application

cation shall contain the following information:

- (1) Your name and address.
- (2) A description of the product for which a maximum price is requested.
- (3) The brand name or a description of the same or a similar product produced by your closest competitive seller of the same class, together with the name and address of such competitor and his maximum price for his product.
- (4) The maximum price requested by you.

The Office of Price Administration may approve the maximum price requested by you or, in the event of a disapproval, shall proceed to establish a reasonable maximum price for your sales of the particular kind of pet food to private brand dealers. Any maximum price determined in good faith pursuant to the provisions of this paragraph which has not been disapproved within thirty days after filing shall thereafter be deemed to be approved: *Provided*, That if it is subsequently disapproved, it shall thereafter be treated as disapproved for the purpose of pricing sales or deliveries made subsequent to its disapproval.

**SEC. 13. Maximum prices of private brand dealers for sales of pet foods to retailers.** (a) If you are a private brand dealer and sell dry, moist, frozen or dehydrated pet foods to retailers, your maximum price for the sale of such pet foods to retailers shall be the higher of the following:

(1) Your maximum price for the particular type and kind of sale of such pet foods to retailers as determined under the General Maximum Price Regulation, or

(2) If your supplier has recalculated his maximum price for the sale of such pet foods to you under the provisions of this regulation, you may add to your maximum price as determined under paragraph (1), above, any lawful increase which your supplier was permitted to add to his maximum price, or

(3) If such pet foods were not previously sold by you and you are unable to determine a maximum price for their sale under the General Maximum Price Regulation, you shall file an application with the Cereals, Feeds and Agricultural Chemicals Branch of the Office of Price Administration at Washington, D. C. requesting the establishment of a maximum price. Such application shall contain the following information:

- (i) Your name and address.
- (ii) A description, including the brand name, of the product for which a maximum price is requested.
- (iii) The name and address of the processor from whom you purchased such product.
- (iv) Your supplier's maximum price on the sale and delivery of the product to you.
- (v) The maximum price requested by you.

The Office of Price Administration may approve the maximum price requested by you or, in the event of a disapproval, shall proceed to establish a reasonable maximum price. Any maximum price determined in good faith pursuant to the provisions of this paragraph which has not been disapproved within

thirty days after filing shall thereafter be deemed to be approved: *Provided*, That if it is subsequently disapproved, it shall thereafter be treated as disapproved for the purpose of pricing sales or deliveries made subsequent to its disapproval.

2. Section 19 is added to read as follows:

**SEC. 19. Maximum prices for imported pet foods.** (a) If you are an importer of pet foods, you shall, before making any sale, apply to the Cereals, Feeds and Agricultural Chemicals Branch of the Office of Price Administration at Washington, D. C., for the establishment of a maximum price for your sales of such pet foods. Such application shall contain the following information:

- (1) Your name and address.

(2) A description of the product, including a statement of the kind and amount of each ingredient, the form in which the product is sold, and the nature and degree of processing which is performed in the manufacture of the product.

(3) The brand name of the product, if any.

(4) The weight and type of packaging.

(5) The number of packages to a shipping unit.

(6) The maximum price requested.

(7) The name and address of your closest competitive seller of the same or a similar product, if any.

(8) A description listing the ingredients of the competitive product, if the same is obtainable, and the maximum price which such competitor has adopted for his use in the sale of his pet food.

The Office of Price Administration may approve the maximum price requested by you or, in the event of a disapproval, shall proceed to establish a reasonable maximum price for your sales of the particular kind of pet food. Any maximum price determined in good faith pursuant to the provisions of this paragraph which has not been disapproved within thirty days after filing shall thereafter be deemed to be approved: *Provided*, That if it is subsequently disapproved, it shall thereafter be treated as disapproved for the purpose of pricing sales or deliveries made subsequent to its disapproval.

(b) As used in this section "importer" means, with respect to any pet foods manufactured outside the United States, the first person who owns such pet foods after entry into the United States and who sells such pet foods through his office located in the United States.

This amendment shall become effective April 15, 1946.

**NOTE:** The record-keeping provisions of this amendment have been approved by the Bureau of the Budget, in accordance with the provisions of the Federal Reports Act of 1942.

Issued this 10th day of April 1946.

RICHARD H. FIELD,  
Acting Administrator.

Approved: March 29, 1946.

CLINTON P. ANDERSON,  
Secretary of Agriculture.

[F. R. Doc. 46-5984; Filed, Apr. 10, 1946;  
11:28 a. m.]

**Chapter XVIII—Office of Economic Stabilization**

[Directive 104]

**PART 4003—SUPPORT PRICES; SUBSIDIES COMPENSATORY WAGE ADJUSTMENT SUBSIDY FOR SLAUGHTERERS**

The Secretary of Agriculture having submitted to me certain information and recommendations with respect to the need of slaughterers for an additional subsidy to compensate them for increased labor costs resulting from increased wage payments required or authorized by the National Wage Stabilization Board and the Commissioner of Internal Revenue, I hereby find:

A. That in order to secure the maximum necessary production of meat and meat products for military and civilian needs, certain assurances were made to slaughterers with respect to the payment of an additional subsidy to compensate them for such increased labor costs;

B. That in maintaining production of meat and meat products the slaughterers relied upon such assurances; and

C. That the provisions of this directive are necessary in order to effectuate the purposes of the stabilization program and to assure continued maximum production of meat and meat products.

Accordingly, pursuant to the authority vested in me by the Stabilization Act of 1942, as amended, and by Executive Order 9250 of October 3, 1942 (7 F.R. 7871), Executive Order 9328 of April 8, 1943 (8 F.R. 4681), Executive Order 9599 of August 18, 1945 (10 F.R. 10155), Executive Order 9651 of October 30, 1945 (10 F.R. 13487), Executive Order 9697 of February 14, 1946 (11 F.R. 1691), and Executive Order 9699 of February 21, 1946 (11 F.R. 1929), *It is hereby ordered*:

1. The Reconstruction Finance Corporation is directed to pay to any slaughterer who was eligible for and received the Reconstruction Finance Corporation basic slaughter subsidy for the February and March accounting periods, an additional subsidy upon certification by the Secretary of Agriculture, or his duly authorized representative, to the Reconstruction Finance Corporation specifying the slaughterer to whom payment shall be made and the amount to be paid such slaughterer.

2. The subsidy shall be paid only to slaughterers who:

(a) Carried on slaughtering operations during the period from January 26, 1946 through March 10, 1946; and

(b) Who, relying upon the anticipated payment of this special subsidy, have maintained normal production to the extent permitted by the available supply of livestock during the period from February 26, 1946 to the date of filing of an application for this special subsidy; and

(c) Who prior to April 25, 1946 or such later date as the Secretary of Agriculture may prescribe, have made increased wage payments to their employees for the period January 26, 1946 through March 10, 1946 pursuant to the orders of the National Wage Stabilization Board dated February 15 and February 21, 1946, or General Pattern Approval Number 1, Meat Packing Industry, issued by the National Wage Stabilization Board on

February 25, 1946, or the order of the Commissioner of Internal Revenue, dated February 28, 1946 entitled, "Salary Stabilization Meat Packing Industry"; or,

(d) Who, on or after January 1, 1946, in anticipation of the general wage-scale increase approved by the General Pattern Approval referred to in (c), above, made increased wage payments to their employees consistent with the provisions of that Approval.

The amount of the subsidy to be paid to each slaughterer shall be that amount determined to be necessary to recompense the slaughterer for increased wage costs for the January 26, 1946 through March 10, 1946 period resulting from such increased wage payments. In determining the amount to be paid, adjustment shall be made for the increased value of the slaughterer's inventory resulting from the increased maximum prices permitted by amendments to regulations of the Office of Price Administration, effective March 11, 1946 with respect to all meat and meat products other than canned meat and effective March 14, 1946 with respect to canned meats. There shall be included in the amount of the payment made to each slaughterer an amount equal to the increased wage costs for the above-mentioned period of any subsidiaries of the slaughterer engaged in the production, processing, or distribution of meat and meat products resulting from the increased wage payments referred to above, less the increased value of the inventories of such subsidiaries. Increased wage costs shall be determined only with respect to employees of the slaughterer and its subsidiaries engaged in the purchase of livestock and in the production, processing and distribution of meat and meat products, including supervisory employees and clerical employees, maintenance employees, and any other employees engaged in activities incident, in whole or in part, to the production, processing, and distribution of meat and meat products.

3. Applications for this additional subsidy shall be filed with the Secretary of Agriculture not later than May 25, 1946. The Secretary of Agriculture and the Reconstruction Finance Corporation are authorized and directed to make the determinations required by this directive and to issue such instructions, regulations, or orders, containing such terms and conditions, as they deem necessary to effectuate the provisions of this directive.

Issued and effective this 8th day of April, 1946.

CHESTER BOWLES,  
Director.

[F. R. Doc. 46-5947; Filed, Apr. 9, 1946;  
4:09 p. m.]

Government life insurance policy, is any impairment of mind or body which continuously renders it impossible for the disabled person to follow any substantially gainful occupation and which is founded upon conditions which render it reasonably certain that the total disability will continue throughout the life of the disabled person. The total permanent disability benefits may relate back to a date not exceeding six months prior to receipt of due proof of total permanent disability and any premium paid after receipt of due proof of total permanent disability, and within the six months shall be refunded without interest: *Provided*, That where the insured becomes or has become totally and permanently disabled while outside the continental limits of the United States and because of war conditions could not feasibly file claim therefor, such benefits may relate back to the beginning date of such disability, but not prior to December 7, 1941: *Provided*, That claim therefor is filed within six months after discharge, or the insured's return to the continental limits of the United States, or prior to January 1, 1947, whichever is the earlier.

§ 10.3164 *Total disability provision for United States Government Life Insurance authorized by section 311 of the World War Veterans' Act, 1924, as amended July 3, 1930.* No change in (a).

(b) Pay to the insured a monthly income at the rate of \$5.75 for each \$1,000 insurance as shown on the face of the policy, on any multiple of \$500. Such payments shall be effective as of the first day of the fifth consecutive month of continuous total disability and shall continue to be so payable during such total disability. Any monthly income payments due the insured by reason of total disability and not paid during his lifetime, shall be paid to the beneficiary under the policy.

Total disability as referred to herein is any impairment of mind or body which continuously renders it impossible for the disabled person to follow any substantially gainful occupation. The monthly income payments may relate back to a date not exceeding six months prior to receipt of due proof of such total disability but not prior to the first day of the fifth consecutive month of continuous total disability: *Provided*, That where the insured becomes or has become totally disabled while outside the continental limits of the United States and because of war conditions could not feasibly file claim therefor, such benefits may relate back to the first day of the fifth consecutive month of continuous total disability, but not prior to December 7, 1941: *Provided*, claim therefor is filed within six months after discharge or the insured's return to the continental limits of the United States, or prior to January 1, 1947, whichever is the earlier.

Without prejudice to any other cause of disability, the loss of the use of both feet, or both hands, or of both eyes, or of one foot and one hand, or of one foot and one eye, or of one hand and one eye, or the loss of hearing of both ears, or the organic loss of speech, or becoming permanently helpless or permanently bedridden, shall be deemed to be total dis-

ability, and monthly income payments for any of these specifically enumerated causes of total disability may be paid from the first day of the fifth consecutive month of such continuous total disability. However such anatomical and functional loss shall not be deemed to be a total disability under a total disability provision originally issued subsequent to December 15, 1936.

No change in remainder of section.

[SEAL]

OMAR N. BRADLEY,  
General, U. S. Army,  
Administrator.

APRIL 10, 1946.

[F. R. Doc. 46-5961; Filed, Apr. 10, 1946;  
10:25 a. m.]

#### PART 25—MEDICAL

##### TRANSPORTATION OF CLAIMANTS AND BENEFICIARIES; ORTHOPEDIC AND PROSTHETIC APPLIANCES

§ 25.6100 *Transportation of claimants and beneficiaries.* Transportation at Government expense may be supplied eligible claimants and beneficiaries of the Veterans' Administration for these purposes:

(a) (1) Hospital admission of applicants under § 25.6047 (a) and (b) of this chapter, for treatment of service-connected conditions.

(2) Hospital admission of applicants under § 25.6047 (c) and (d) of this chapter for treatment of nonservice-connected conditions, provided such applicants, except those whose admission is arranged to prevent interruption of training authorized under Public No. 16, 78th Congress, as amended, have made sworn statement upon application, Form P-10, that they are unable to defray expense of transportation.

(3) Hospital admission for observation and examination.

(4) Admission for domiciliary care of applicants under § 25.6047 (c) (2) and (d). *Provided*, Applicants have made sworn statement of inability to defray expense of transportation.

(b) *Readmissions.* (1) Hospital readmissions, when medically determined necessary to observe progress, modify treatment or diet, etc.

(2) The furnishing of transportation incident to readmission for domiciliary care will require prior consent of the branch medical director or his designate.

(3) No transportation will be furnished a person whose period of exclusion from hospital treatment or domiciliary care for infraction of discipline has not expired, except when emergent hospital treatment is required, and the applicant executes affidavit that he is unable to defray the expense of transportation to accomplish travel for readmission for such emergent hospital treatment.

(c) *Transfer.* Inter-station transfers for treatment, diagnosis or domiciliary care. Prior consent of the branch medical director or his designate will be had for transfers of patients en bloc within the branch area, and of both medical directors or their designates if inter-branch transfers are involved. Transfers from hospital treatment to domicil-

#### TITLE 38—PENSIONS, BONUSES, AND VETERANS' RELIEF

##### Chapter I—Veterans' Administration

###### PART 10—INSURANCE

###### TOTAL PERMANENT DISABILITY BENEFITS

§ 10.3121 *Definition of total permanent disability.* Total permanent disability as referred to in a United States

iary care, will require prior consent of the branch medical director or his designate.

(d) *Discharge.* (1) Upon completion of hospitalization for treatment, or for observation and examination, and regular discharge, return transportation to the point from which the beneficiary had proceeded; or to another point if no additional expense be so caused the Government.

(2) A patient in a terminal condition may be discharged to his home, or transferred to a hospital suitable and nearest his home, regardless, whether travel so required exceeds that covered in proceeding to the hospital of original admission.

(3) The furnishing of transportation to effect discharge of a member from domiciliary care will require prior consent of the branch medical director or his designate.

(4) No return transportation will be supplied a patient who receives an irregular discharge from hospital treatment, unless he executes an affidavit of inability to defray expense of return transportation.

(e) Out-patient physical examination, subject to exceptions defined in paragraph (g) of this section.

(f) Out-patient treatment for service-connected conditions, including adjunct treatment thereof, and for non-service-connected conditions to prevent interruption of training authorized under Public No. 16, 78th Congress, as amended, subject to exceptions defined in paragraph (g) of this section.

(g) (1) Claimants or beneficiaries residing in the city or town where their out-patient examination is to be made or out-patient treatment rendered, or in such proximity to such city or town that it may be considered their place of residence, will not be furnished transportation for such out-patient service, except that a station vehicle may be used or expense of common carrier transportation allowed, when the fare involved exceeds ten cents each way, and the deputy administrator of the branch area involved approves the exercise of this special authority at selected points.

(2) Transportation for out-patient treatment will not be supplied an applicant whose period of exclusion from hospital treatment or domiciliary care for a disciplinary offense has not expired.

(3) No return transportation will be supplied a claimant or beneficiary who has not completed an out-patient service, unless he executes an affidavit that he is unable to defray the expense of such travel.

(h) All travel for the foregoing purposes, paragraphs (a) to (f) of this section, must be authorized in advance. In emergent hospital admissions, such prior authority may be given by telephone or telegraph, subject to confirmation in writing by the authorizing employee.

(i) The accessories of transports—meals and lodging en route, Pullman accommodations and accompaniment by an attendant or attendants—may be authorized when determined necessary for the travel.

(j) In furnishing transportation and other expenses incident thereto, as de-

fined, the Veterans' Administration may (1) issue requests for transportation, meals and lodging; or (2) reimburse the claimant, beneficiary or representative for payment made for such purpose, upon due certification of vouchers submitted therefor; or (3) make mileage allowance.

(k) Transportation of beneficiaries of other Federal agencies, incident to medical services rendered upon requests of those agencies, will not be furnished by the Veterans' Administration. Transportation requests incident to medical services rendered Canadian and British Imperial pensioners will be subject to reimbursement by the Department of Veterans Affairs, Canada.

#### ORTHOPEDIC AND PROSTHETIC APPLIANCES

§ 25.6115 *Conditions governing the furnishing of.* (a) Orthopedic or prosthetic appliances furnished entitled beneficiaries of the Veterans' Administration will be of approved types. Repairs or replacements of appliances of approved types may be made, as provided, when necessitated in medical judgment, because of wear, loss not due to negligence of the beneficiaries, or for other sufficient reasons.

(b) Dental prostheses are not comprehended as orthopedic and prosthetic appliances.

(c) Beneficiaries supplied prosthetic appliances will be additionally entitled to fitting and training in the use of the appliances; and such service may be obtained under contract, if determined necessary by the branch medical director of the area involved, or his designate. (Section 104, Title I, Public No. 346, 78th Congress, as amended.)

No change in (d).

[SEAL] OMAR N. BRADLEY,  
General, U. S. Army.  
Administrator.

APRIL 15, 1946.

[F. R. Doc. 46-5962; Filed, Apr. 10, 1946;  
10:25 a. m.]

#### TITLE 49—TRANSPORTATION AND RAILROADS

##### Chapter I—Interstate Commerce Commission

[4th Rev. S. O. 104, Amdt. 1]

##### PART 95—CAR SERVICE

##### SUBSTITUTION OF REFRIGERATOR FOR BOX CARS

At a session of the Interstate Commerce Commission, Division 3, held at its office in Washington, D. C., on the 9th day of April, A. D. 1946.

Upon further consideration of Fourth Revised Service Order No. 104 (11 F.R. 2189) and good cause appearing therefor: *It is ordered, That:*

Fourth Revised Service Order No. 104 (11 F.R. 2189), be, and it is hereby, amended by substituting the following paragraph (a) (i) in lieu of paragraph (a) (i) thereof:

*Substitution of refrigerator cars for box cars.* (a) Any common carrier by

railroad subject to the Interstate Commerce Act, for transporting:

(i) Westbound shipments in carloads originating at points shown as origin points in Agent L. E. Kipp's tariffs, I. C. C. Nos. 1516 and 1517, supplements thereto or reissues thereof, and destined to points in the States of California, Southern Idaho (on the Union Pacific main and branch lines across Southern Idaho, including the line from Pocatello to the Montana-Idaho State line and the branches north of Blackfoot, Idaho), Arizona, Nevada or Utah; or

*It is further ordered, That this amendment shall become effective at 12:01 a. m., April 10, 1946; that a copy of this order and direction shall be served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and that notice of this order be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.*

By the Commission, Division 3.

[SEAL]

W. P. BARTEL,  
Secretary.

[F. R. Doc. 46-5999; Filed, Apr. 10, 1946;  
11:33 a. m.]

#### Notices

#### DEPARTMENT OF THE INTERIOR.

##### Bureau of Reclamation.

[No. 17]

##### OWYHEE IRRIGATION DISTRICT, Owyhee Project, Oregon-Idaho

##### NOTICE OF AVAILABILITY OF WATER

FEBRUARY 19, 1946.

1. Pursuant to the provisions of article 13-I of the contract of March 16, 1936, Symbol No. IIR-876 (herein called the 1936 contract), notice is hereby given that water from the works of the Owyhee project will be available, beginning the first of the 1946 irrigation season, to the following described irrigable lands within the boundaries of the Owyhee Irrigation District (herein called the District):

Description	Irrigable area (public land) (acres)
T. 18 S., R. 45 E., W. M.: Sec. 10— Farm Unit "A"----- Farm Unit "B"-----	19 30
Sec. 12— Farm Unit "A"----- Farm Unit "B"-----	49 45
T. 20 S., R. 45 E., W. M.: Sec. 10— Farm Unit "A"----- Farm Unit "B"-----	71 41
Sec. 11— Farm Unit "A"----- Farm Unit "B"-----	50 40
Sec. 12— Farm Unit "A"----- Farm Unit "B"-----	21 50
Sec. 13— Farm Unit "A"----- Farm Unit "C"----- Farm Unit "D"----- Farm Unit "E"-----	52 53 56 61



## FEDERAL REGISTER, Thursday, April 11, 1946

Description	Irrigable area (acres)	Description	Irrigable area (acres)	Description	Irrigable area (acres)
T. 18 S., R. 45 E., W. M.—Con. (private land)		T. 18 S., R. 45 E., W. M.—Con. (private land)		T. 17 S., R. 46 E., W. M.—Con. (private land)	
Sec. 5—Continued.		Sec. 16—Continued.		Sec. 24—	
NE $\frac{1}{4}$ SW $\frac{1}{4}$	30	SE $\frac{1}{4}$ NW $\frac{1}{4}$	17	NE $\frac{1}{4}$ NE $\frac{1}{4}$	32
NW $\frac{1}{4}$ SW $\frac{1}{4}$	33	NE $\frac{1}{4}$ SW $\frac{1}{4}$	13	NW $\frac{1}{4}$ NE $\frac{1}{4}$	38
SW $\frac{1}{4}$ SW $\frac{1}{4}$	39	Sec. 17—		NE $\frac{1}{4}$ NW $\frac{1}{4}$	33
SE $\frac{1}{4}$ SW $\frac{1}{4}$	21	NE $\frac{1}{4}$ NE $\frac{1}{4}$	7	NW $\frac{1}{4}$ NW $\frac{1}{4}$	34
NE $\frac{1}{4}$ SE $\frac{1}{4}$	8	Sec. 24—		SW $\frac{1}{4}$ NW $\frac{1}{4}$	31
NW $\frac{1}{4}$ SE $\frac{1}{4}$	4	NE $\frac{1}{4}$ NW $\frac{1}{4}$	39	NE $\frac{1}{4}$ SW $\frac{1}{4}$	39
SW $\frac{1}{4}$ SE $\frac{1}{4}$	18	NW $\frac{1}{4}$ NW $\frac{1}{4}$	38	NW $\frac{1}{4}$ SW $\frac{1}{4}$	39
SE $\frac{1}{4}$ SE $\frac{1}{4}$	29	SW $\frac{1}{4}$ NW $\frac{1}{4}$	37	SW $\frac{1}{4}$ SW $\frac{1}{4}$	37
Sec. 6—		SE $\frac{1}{4}$ NW $\frac{1}{4}$	38	SE $\frac{1}{4}$ SE $\frac{1}{4}$	30
Lot 1	18	Sec. 25—		NW $\frac{1}{4}$ SE $\frac{1}{4}$	34
Lot 2	20	NE $\frac{1}{4}$ NE $\frac{1}{4}$	37	SW $\frac{1}{4}$ SE $\frac{1}{4}$	35
SW $\frac{1}{4}$ NE $\frac{1}{4}$	5	NW $\frac{1}{4}$ NE $\frac{1}{4}$	38	SE $\frac{1}{4}$ SE $\frac{1}{4}$	37
SE $\frac{1}{4}$ NE $\frac{1}{4}$	10	SW $\frac{1}{4}$ NE $\frac{1}{4}$	40	Sec. 25—	
NE $\frac{1}{4}$ SE $\frac{1}{4}$	31	SE $\frac{1}{4}$ NE $\frac{1}{4}$	37	NE $\frac{1}{4}$ NE $\frac{1}{4}$	36
NW $\frac{1}{4}$ SE $\frac{1}{4}$	20	NW $\frac{1}{4}$ NW $\frac{1}{4}$	38	NW $\frac{1}{4}$ NE $\frac{1}{4}$	38
SW $\frac{1}{4}$ SE $\frac{1}{4}$	15	NE $\frac{1}{4}$ NW $\frac{1}{4}$	38	SW $\frac{1}{4}$ NE $\frac{1}{4}$	38
SE $\frac{1}{4}$ SE $\frac{1}{4}$	38	NW $\frac{1}{4}$ NW $\frac{1}{4}$	38	SE $\frac{1}{4}$ NW $\frac{1}{4}$	38
Sec. 7—		SW $\frac{1}{4}$ NW $\frac{1}{4}$	38	NE $\frac{1}{4}$ NW $\frac{1}{4}$	38
NE $\frac{1}{4}$ NE $\frac{1}{4}$	37	SE $\frac{1}{4}$ NW $\frac{1}{4}$	40	NW $\frac{1}{4}$ NW $\frac{1}{4}$	38
NW $\frac{1}{4}$ NE $\frac{1}{4}$	8	NE $\frac{1}{4}$ SE $\frac{1}{4}$	38	SW $\frac{1}{4}$ NW $\frac{1}{4}$	35
SE $\frac{1}{4}$ NE $\frac{1}{4}$	8	SW $\frac{1}{4}$ SE $\frac{1}{4}$	37	SE $\frac{1}{4}$ NW $\frac{1}{4}$	37
Sec. 8—		SE $\frac{1}{4}$ SE $\frac{1}{4}$	34	NE $\frac{1}{4}$ SW $\frac{1}{4}$	36
NE $\frac{1}{4}$ NE $\frac{1}{4}$	10	Sec. 26—		NW $\frac{1}{4}$ SW $\frac{1}{4}$	33
NW $\frac{1}{4}$ NE $\frac{1}{4}$	30	NE $\frac{1}{4}$ NE $\frac{1}{4}$	38	SW $\frac{1}{4}$ SW $\frac{1}{4}$	12
SW $\frac{1}{4}$ NE $\frac{1}{4}$	31	NW $\frac{1}{4}$ NE $\frac{1}{4}$	39	SE $\frac{1}{4}$ SW $\frac{1}{4}$	10
SE $\frac{1}{4}$ NE $\frac{1}{4}$	36	SW $\frac{1}{4}$ NE $\frac{1}{4}$	39	NE $\frac{1}{4}$ SE $\frac{1}{4}$	32
NE $\frac{1}{4}$ NW $\frac{1}{4}$	36	SE $\frac{1}{4}$ NE $\frac{1}{4}$	37	NW $\frac{1}{4}$ SE $\frac{1}{4}$	36
NW $\frac{1}{4}$ NW $\frac{1}{4}$	38	NE $\frac{1}{4}$ SE $\frac{1}{4}$	39	SW $\frac{1}{4}$ SE $\frac{1}{4}$	13
SW $\frac{1}{4}$ NW $\frac{1}{4}$	25	NW $\frac{1}{4}$ SE $\frac{1}{4}$	39	SE $\frac{1}{4}$ SE $\frac{1}{4}$	11
SE $\frac{1}{4}$ NW $\frac{1}{4}$	26	Sec. 26—		Sec. 35—	
NE $\frac{1}{4}$ SE $\frac{1}{4}$	31	NE $\frac{1}{4}$ NE $\frac{1}{4}$	36	NE $\frac{1}{4}$ NE $\frac{1}{4}$	28
NW $\frac{1}{4}$ SE $\frac{1}{4}$	23	Sec. 36—		NW $\frac{1}{4}$ NE $\frac{1}{4}$	4
SW $\frac{1}{4}$ SE $\frac{1}{4}$	3	NW $\frac{1}{4}$ NE $\frac{1}{4}$	36	SW $\frac{1}{4}$ NE $\frac{1}{4}$	1
SE $\frac{1}{4}$ SE $\frac{1}{4}$	30	SW $\frac{1}{4}$ NE $\frac{1}{4}$	39	NE $\frac{1}{4}$ SW $\frac{1}{4}$	26
Sec. 9—		SE $\frac{1}{4}$ NE $\frac{1}{4}$	30	SE $\frac{1}{4}$ SW $\frac{1}{4}$	2
SW $\frac{1}{4}$ NE $\frac{1}{4}$	3	NE $\frac{1}{4}$ NW $\frac{1}{4}$	39	NE $\frac{1}{4}$ SW $\frac{1}{4}$	1
NE $\frac{1}{4}$ NW $\frac{1}{4}$	6	NW $\frac{1}{4}$ NW $\frac{1}{4}$	37	NE $\frac{1}{4}$ SE $\frac{1}{4}$	10
NW $\frac{1}{4}$ NW $\frac{1}{4}$	27	NW $\frac{1}{4}$ NW $\frac{1}{4}$	38	SW $\frac{1}{4}$ SE $\frac{1}{4}$	35
SW $\frac{1}{4}$ NW $\frac{1}{4}$	5	SE $\frac{1}{4}$ NW $\frac{1}{4}$	40	SE $\frac{1}{4}$ SE $\frac{1}{4}$	21
SE $\frac{1}{4}$ NW $\frac{1}{4}$	12	NE $\frac{1}{4}$ SW $\frac{1}{4}$	40	Sec. 34—	
NE $\frac{1}{4}$ SW $\frac{1}{4}$	31	NE $\frac{1}{4}$ SW $\frac{1}{4}$	38	SE $\frac{1}{4}$ SE $\frac{1}{4}$	4
NW $\frac{1}{4}$ SW $\frac{1}{4}$	34	NW $\frac{1}{4}$ SW $\frac{1}{4}$	37	Sec. 35—	
SW $\frac{1}{4}$ SW $\frac{1}{4}$	37	SW $\frac{1}{4}$ SW $\frac{1}{4}$	33	NW $\frac{1}{4}$ NE $\frac{1}{4}$	27
SE $\frac{1}{4}$ SW $\frac{1}{4}$	35	SE $\frac{1}{4}$ SW $\frac{1}{4}$	36	SW $\frac{1}{4}$ NE $\frac{1}{4}$	30
NE $\frac{1}{4}$ SE $\frac{1}{4}$	21	NE $\frac{1}{4}$ SE $\frac{1}{4}$	38	SE $\frac{1}{4}$ NE $\frac{1}{4}$	26
NW $\frac{1}{4}$ SE $\frac{1}{4}$	26	NW $\frac{1}{4}$ SE $\frac{1}{4}$	40	NE $\frac{1}{4}$ NW $\frac{1}{4}$	37
SW $\frac{1}{4}$ SE $\frac{1}{4}$	34	SW $\frac{1}{4}$ SE $\frac{1}{4}$	38	NW $\frac{1}{4}$ NW $\frac{1}{4}$	7
SE $\frac{1}{4}$ SE $\frac{1}{4}$	33	SE $\frac{1}{4}$ SE $\frac{1}{4}$	33	SE $\frac{1}{4}$ NW $\frac{1}{4}$	38
Sec. 10—		T. 21 S., R. 45 E., W. M.:		NE $\frac{1}{4}$ SW $\frac{1}{4}$	22
NE $\frac{1}{4}$ SW $\frac{1}{4}$	25	Sec. 12—		NW $\frac{1}{4}$ SW $\frac{1}{4}$	7
SE $\frac{1}{4}$ SW $\frac{1}{4}$	32	NE $\frac{1}{4}$ NE $\frac{1}{4}$	1	SW $\frac{1}{4}$ SW $\frac{1}{4}$	27
Sec. 11—		SW $\frac{1}{4}$ NE $\frac{1}{4}$	36	SE $\frac{1}{4}$ SW $\frac{1}{4}$	7
SW $\frac{1}{4}$ SW $\frac{1}{4}$	10	SE $\frac{1}{4}$ NE $\frac{1}{4}$	22	NE $\frac{1}{4}$ SE $\frac{1}{4}$	30
SE $\frac{1}{4}$ SW $\frac{1}{4}$	16	NE $\frac{1}{4}$ SW $\frac{1}{4}$	39	NW $\frac{1}{4}$ SE $\frac{1}{4}$	23
NE $\frac{1}{4}$ SE $\frac{1}{4}$	24	SW $\frac{1}{4}$ SW $\frac{1}{4}$	36	SW $\frac{1}{4}$ SE $\frac{1}{4}$	20
NW $\frac{1}{4}$ SE $\frac{1}{4}$	18	SE $\frac{1}{4}$ SW $\frac{1}{4}$	40	Sec. 36—	
SW $\frac{1}{4}$ SE $\frac{1}{4}$	36	NW $\frac{1}{4}$ SE $\frac{1}{4}$	39	NE $\frac{1}{4}$ NE $\frac{1}{4}$	18
SE $\frac{1}{4}$ SE $\frac{1}{4}$	32	SW $\frac{1}{4}$ SE $\frac{1}{4}$	40	NW $\frac{1}{4}$ NE $\frac{1}{4}$	30
Sec. 12—		SE $\frac{1}{4}$ SE $\frac{1}{4}$	36	E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$	17
NE $\frac{1}{4}$ SW $\frac{1}{4}$	38	NE $\frac{1}{4}$ NE $\frac{1}{4}$	35	W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$	18
NW $\frac{1}{4}$ SW $\frac{1}{4}$	38	SW $\frac{1}{4}$ NE $\frac{1}{4}$	38	E $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$	17
SE $\frac{1}{4}$ SW $\frac{1}{4}$	38	SE $\frac{1}{4}$ NE $\frac{1}{4}$	33	W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$	18
NE $\frac{1}{4}$ SE $\frac{1}{4}$	38	NE $\frac{1}{4}$ NW $\frac{1}{4}$	37	NE $\frac{1}{4}$ NW $\frac{1}{4}$	37
NW $\frac{1}{4}$ SE $\frac{1}{4}$	39	SE $\frac{1}{4}$ NW $\frac{1}{4}$	40	SW $\frac{1}{4}$ NW $\frac{1}{4}$	34
SW $\frac{1}{4}$ SE $\frac{1}{4}$	30	NE $\frac{1}{4}$ SW $\frac{1}{4}$	38	SE $\frac{1}{4}$ NW $\frac{1}{4}$	37
SE $\frac{1}{4}$ SE $\frac{1}{4}$	22	NE $\frac{1}{4}$ SE $\frac{1}{4}$	28	NE $\frac{1}{4}$ SW $\frac{1}{4}$	21
Sec. 14—		NW $\frac{1}{4}$ SE $\frac{1}{4}$	21	NW $\frac{1}{4}$ SW $\frac{1}{4}$	30
NE $\frac{1}{4}$ NE $\frac{1}{4}$	26	SW $\frac{1}{4}$ SE $\frac{1}{4}$	5	SW $\frac{1}{4}$ SW $\frac{1}{4}$	26
NW $\frac{1}{4}$ NE $\frac{1}{4}$	29	Sec. 13—		SE $\frac{1}{4}$ SW $\frac{1}{4}$	8
SW $\frac{1}{4}$ NE $\frac{1}{4}$	6	NE $\frac{1}{4}$ NE $\frac{1}{4}$	12	N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$	11
NE $\frac{1}{4}$ NW $\frac{1}{4}$	35	SW $\frac{1}{4}$ NE $\frac{1}{4}$	19	S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$	2
NW $\frac{1}{4}$ NW $\frac{1}{4}$	9	NE $\frac{1}{4}$ SW $\frac{1}{4}$	7	E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$	7
SE $\frac{1}{4}$ NW $\frac{1}{4}$	4	SE $\frac{1}{4}$ SW $\frac{1}{4}$	29	SW $\frac{1}{4}$ SE $\frac{1}{4}$	22
NE $\frac{1}{4}$ NW $\frac{1}{4}$	21	NE $\frac{1}{4}$ SE $\frac{1}{4}$	38	SE $\frac{1}{4}$ SE $\frac{1}{4}$	35
SW $\frac{1}{4}$ NW $\frac{1}{4}$	16	NW $\frac{1}{4}$ SE $\frac{1}{4}$	30	T. 18 S., R. 46 E., W. M.:	
SE $\frac{1}{4}$ NW $\frac{1}{4}$	9	SW $\frac{1}{4}$ SE $\frac{1}{4}$	34	Sec. 1—	
Sec. 15—		SE $\frac{1}{4}$ SE $\frac{1}{4}$	35	NW $\frac{1}{4}$ lot 1	8
NE $\frac{1}{4}$ NE $\frac{1}{4}$	15	NE $\frac{1}{4}$ NE $\frac{1}{4}$	19	N $\frac{1}{2}$ lot 2	19
NW $\frac{1}{4}$ NE $\frac{1}{4}$	27	SE $\frac{1}{4}$ NE $\frac{1}{4}$	37	N $\frac{1}{2}$ lot 3	17
SW $\frac{1}{4}$ NE $\frac{1}{4}$	22	NE $\frac{1}{4}$ SW $\frac{1}{4}$	30	Lot 4	20
SE $\frac{1}{4}$ NE $\frac{1}{4}$	4	SE $\frac{1}{4}$ SW $\frac{1}{4}$	34	Sec. 2—	
NE $\frac{1}{4}$ NW $\frac{1}{4}$	21	NE $\frac{1}{4}$ SE $\frac{1}{4}$	37	SW $\frac{1}{4}$ NE $\frac{1}{4}$	31
SW $\frac{1}{4}$ NW $\frac{1}{4}$	16	NW $\frac{1}{4}$ SE $\frac{1}{4}$	37	SE $\frac{1}{4}$ NE $\frac{1}{4}$	27
SE $\frac{1}{4}$ NW $\frac{1}{4}$	9	SW $\frac{1}{4}$ SE $\frac{1}{4}$	34	Lot 3	13
Sec. 16—		SE $\frac{1}{4}$ SE $\frac{1}{4}$	35	Lot 4	16
NE $\frac{1}{4}$ NE $\frac{1}{4}$	2	NE $\frac{1}{4}$ NE $\frac{1}{4}$	37	SE $\frac{1}{4}$ NW $\frac{1}{4}$	13
NW $\frac{1}{4}$ NE $\frac{1}{4}$	24	SE $\frac{1}{4}$ NE $\frac{1}{4}$	37		
SW $\frac{1}{4}$ NE $\frac{1}{4}$	5	NE $\frac{1}{4}$ SW $\frac{1}{4}$	37		
NE $\frac{1}{4}$ NW $\frac{1}{4}$	15	SE $\frac{1}{4}$ SE $\frac{1}{4}$	37		
NW $\frac{1}{4}$ NW $\frac{1}{4}$	34	SW $\frac{1}{4}$ SE $\frac{1}{4}$	37		
SW $\frac{1}{4}$ NW $\frac{1}{4}$	19	SE $\frac{1}{4}$ SE $\frac{1}{4}$	37		

Description	Irrigable area (private land) (acres)	Description	Irrigable area (private land) (acres)	Description	Irrigable area (private land) (acres)
T. 18 S., R. 46 E., W. M.—Con.		T. 18 S., R. 46 E., W. M.—Con.		T. 18 S., R. 46 E., W. M.—Con.	
Sec. 3—		Sec. 25—Continued.		Sec. 33—Continued.	
SW $\frac{1}{4}$ SE $\frac{1}{4}$	12	SW $\frac{1}{4}$ NE $\frac{1}{4}$	39	SE $\frac{1}{4}$ NE $\frac{1}{4}$	25
SE $\frac{1}{4}$ SE $\frac{1}{4}$	29	SE $\frac{1}{4}$ NE $\frac{1}{4}$ south of Ontario-Nyssa		NE $\frac{1}{4}$ NW $\frac{1}{4}$	14
Sec. 6—		canal		NW $\frac{1}{4}$ NW $\frac{1}{4}$	36
Lot 4	8	NE $\frac{1}{4}$ NW $\frac{1}{4}$	38	SW $\frac{1}{4}$ NW $\frac{1}{4}$	35
Lot 5	27	NW $\frac{1}{4}$ NW $\frac{1}{4}$	35	SE $\frac{1}{4}$ NW $\frac{1}{4}$	12
SE $\frac{1}{4}$ NW $\frac{1}{4}$	1	SW $\frac{1}{4}$ NW $\frac{1}{4}$	37	NE $\frac{1}{4}$ SW $\frac{1}{4}$	17
Sec. 7—		SE $\frac{1}{4}$ NW $\frac{1}{4}$	38	NW $\frac{1}{4}$ SW $\frac{1}{4}$	8
NE $\frac{1}{4}$ NE $\frac{1}{4}$	18	NE $\frac{1}{4}$ SW $\frac{1}{4}$	36	SW $\frac{1}{4}$ SW $\frac{1}{4}$	34
NW $\frac{1}{4}$ NE $\frac{1}{4}$	25	NW $\frac{1}{4}$ SW $\frac{1}{4}$	36	SE $\frac{1}{4}$ SW $\frac{1}{4}$	11
SW $\frac{1}{4}$ NE $\frac{1}{4}$	38	SW $\frac{1}{4}$ SW $\frac{1}{4}$	35	NE $\frac{1}{4}$ SE $\frac{1}{4}$	31
SE $\frac{1}{4}$ NE $\frac{1}{4}$	38	SE $\frac{1}{4}$ SW $\frac{1}{4}$	27	NW $\frac{1}{4}$ SE $\frac{1}{4}$	34
NE $\frac{1}{4}$ NW $\frac{1}{4}$	38	NE $\frac{1}{4}$ SE $\frac{1}{4}$	37	SW $\frac{1}{4}$ SE $\frac{1}{4}$	1
Lot 1	34	NW $\frac{1}{4}$ SE $\frac{1}{4}$	39	SE $\frac{1}{4}$ SE $\frac{1}{4}$	27
Lot 2	37	SW $\frac{1}{4}$ SE $\frac{1}{4}$	39	Sec. 34—	
SE $\frac{1}{4}$ NW $\frac{1}{4}$	35	SE $\frac{1}{4}$ SE $\frac{1}{4}$ west of Ontario-Nyssa		NE $\frac{1}{4}$ NE $\frac{1}{4}$	33
NE $\frac{1}{4}$ SW $\frac{1}{4}$	38	canal	35	SE $\frac{1}{4}$ NE $\frac{1}{4}$	32
Lot 3	36	Sec. 26—		Sec. 35—	
Lot 4	16	NE $\frac{1}{4}$ NE $\frac{1}{4}$	19	NE $\frac{1}{4}$ NE $\frac{1}{4}$	16
SE $\frac{1}{4}$ SW $\frac{1}{4}$	15	NW $\frac{1}{4}$ NE $\frac{1}{4}$	28	NW $\frac{1}{4}$ NE $\frac{1}{4}$	33
NE $\frac{1}{4}$ SE $\frac{1}{4}$	16	SW $\frac{1}{4}$ NE $\frac{1}{4}$	35	SW $\frac{1}{4}$ NE $\frac{1}{4}$	11
NW $\frac{1}{4}$ SE $\frac{1}{4}$	38	SE $\frac{1}{4}$ NE $\frac{1}{4}$	28	NE $\frac{1}{4}$ NW $\frac{1}{4}$	37
SW $\frac{1}{4}$ SE $\frac{1}{4}$	18	NE $\frac{1}{4}$ NW $\frac{1}{4}$	34	NW $\frac{1}{4}$ NW $\frac{1}{4}$	27
Sec. 8—		SE $\frac{1}{4}$ NW $\frac{1}{4}$	20	SW $\frac{1}{4}$ NW $\frac{1}{4}$	25
SW $\frac{1}{4}$ NE $\frac{1}{4}$	33	NE $\frac{1}{4}$ SE $\frac{1}{4}$	38	SE $\frac{1}{4}$ NW $\frac{1}{4}$	19
SE $\frac{1}{4}$ NE $\frac{1}{4}$	27	NW $\frac{1}{4}$ SE $\frac{1}{4}$	34	NE $\frac{1}{4}$ SW $\frac{1}{4}$	2
SW $\frac{1}{4}$ NW $\frac{1}{4}$	16	Sec. 27—		NW $\frac{1}{4}$ SW $\frac{1}{4}$	21
SE $\frac{1}{4}$ NW $\frac{1}{4}$	17	NE $\frac{1}{4}$ NE $\frac{1}{4}$	35	Sec. 36—	
SW $\frac{1}{4}$ NE $\frac{1}{4}$	2	E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$	17	NE $\frac{1}{4}$ NE $\frac{1}{4}$	37
SE $\frac{1}{4}$ NE $\frac{1}{4}$	35	W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$	15	NW $\frac{1}{4}$ NE $\frac{1}{4}$	39
SW $\frac{1}{4}$ NW $\frac{1}{4}$	14	SW $\frac{1}{4}$ NE $\frac{1}{4}$	16	SW $\frac{1}{4}$ NE $\frac{1}{4}$	39
SE $\frac{1}{4}$ NW $\frac{1}{4}$	9	SE $\frac{1}{4}$ NE $\frac{1}{4}$	12	SE $\frac{1}{4}$ NE $\frac{1}{4}$	38
NE $\frac{1}{4}$ SW $\frac{1}{4}$	29	NE $\frac{1}{4}$ NW $\frac{1}{4}$	26	NE $\frac{1}{4}$ NW $\frac{1}{4}$	24
NW $\frac{1}{4}$ SW $\frac{1}{4}$	33	NW $\frac{1}{4}$ NW $\frac{1}{4}$	18	NW $\frac{1}{4}$ NW $\frac{1}{4}$	34
SW $\frac{1}{4}$ SW $\frac{1}{4}$	13	SW $\frac{1}{4}$ NW $\frac{1}{4}$	19	SW $\frac{1}{4}$ NW $\frac{1}{4}$	8
SE $\frac{1}{4}$ SW $\frac{1}{4}$	28	SE $\frac{1}{4}$ NW $\frac{1}{4}$	25	SE $\frac{1}{4}$ NW $\frac{1}{4}$	30
NE $\frac{1}{4}$ SE $\frac{1}{4}$	11	E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$	13	NE $\frac{1}{4}$ SW $\frac{1}{4}$	35
NW $\frac{1}{4}$ SE $\frac{1}{4}$	18	W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$	10	NW $\frac{1}{4}$ SW $\frac{1}{4}$	22
SW $\frac{1}{4}$ SE $\frac{1}{4}$	35	NW $\frac{1}{4}$ SW $\frac{1}{4}$	33	SW $\frac{1}{4}$ SW $\frac{1}{4}$	29
SE $\frac{1}{4}$ SE $\frac{1}{4}$	7	SW $\frac{1}{4}$ SW $\frac{1}{4}$	32	SE $\frac{1}{4}$ SW $\frac{1}{4}$	31
Sec. 10—		W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$	8	NE $\frac{1}{4}$ SE $\frac{1}{4}$	38
NE $\frac{1}{4}$ NE $\frac{1}{4}$	26	E $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$	9	NW $\frac{1}{4}$ SE $\frac{1}{4}$	39
NW $\frac{1}{4}$ NE $\frac{1}{4}$	39	NE $\frac{1}{4}$ SE $\frac{1}{4}$	27	SW $\frac{1}{4}$ SE $\frac{1}{4}$	36
NE $\frac{1}{4}$ NW $\frac{1}{4}$	9	NW $\frac{1}{4}$ SE $\frac{1}{4}$	27	SE $\frac{1}{4}$ SE $\frac{1}{4}$	35
SE $\frac{1}{4}$ NW $\frac{1}{4}$	31	SW $\frac{1}{4}$ SE $\frac{1}{4}$	27	T. 19 S., R. 46 E., W. M.:	
N $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$	8	SE $\frac{1}{4}$ SE $\frac{1}{4}$	33	Sec. 1—	
S $\frac{3}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$	22	Sec. 28—		Lot 2—	
Sec. 20—		NE $\frac{1}{4}$ NE $\frac{1}{4}$	26	SW $\frac{1}{4}$ NE $\frac{1}{4}$	38
SW $\frac{1}{4}$ SE $\frac{1}{4}$	13	NW $\frac{1}{4}$ NE $\frac{1}{4}$	26	SE $\frac{1}{4}$ NE $\frac{1}{4}$	38
SE $\frac{1}{4}$ SE $\frac{1}{4}$	28	SW $\frac{1}{4}$ NE $\frac{1}{4}$	36	Lot 3—	
Sec. 21—		SE $\frac{1}{4}$ NE $\frac{1}{4}$	27	SE $\frac{1}{4}$ SW $\frac{1}{4}$	29
NE $\frac{1}{4}$ SW $\frac{1}{4}$	13	NE $\frac{1}{4}$ NW $\frac{1}{4}$	26	NE $\frac{1}{4}$ SE $\frac{1}{4}$	33
SW $\frac{1}{4}$ SW $\frac{1}{4}$	23	NW $\frac{1}{4}$ NW $\frac{1}{4}$	25	NW $\frac{1}{4}$ SE $\frac{1}{4}$	17
SE $\frac{1}{4}$ SW $\frac{1}{4}$	32	SW $\frac{1}{4}$ NW $\frac{1}{4}$	12	SW $\frac{1}{4}$ SE $\frac{1}{4}$	37
NE $\frac{1}{4}$ SE $\frac{1}{4}$	36	SE $\frac{1}{4}$ NW $\frac{1}{4}$	30	SE $\frac{1}{4}$ SE $\frac{1}{4}$	26
NW $\frac{1}{4}$ SE $\frac{1}{4}$	24	NE $\frac{1}{4}$ SW $\frac{1}{4}$	16	Sec. 11—	
SW $\frac{1}{4}$ SE $\frac{1}{4}$	36	NW $\frac{1}{4}$ SW $\frac{1}{4}$	18	NE $\frac{1}{4}$ NW $\frac{1}{4}$	16
SE $\frac{1}{4}$ SE $\frac{1}{4}$	36	SW $\frac{1}{4}$ SW $\frac{1}{4}$	32	SE $\frac{1}{4}$ NW $\frac{1}{4}$	26
Sec. 22—		SE $\frac{1}{4}$ SW $\frac{1}{4}$	13	NE $\frac{1}{4}$ SW $\frac{1}{4}$	11
SW $\frac{1}{4}$ SW $\frac{1}{4}$ south of Ontario-Nyssa canal	23	NE $\frac{1}{4}$ SE $\frac{1}{4}$	34	SE $\frac{1}{4}$ SW $\frac{1}{4}$	2
SE $\frac{1}{4}$ SW $\frac{1}{4}$ south of Ontario-Nyssa canal	19	NW $\frac{1}{4}$ SE $\frac{1}{4}$	33	NW $\frac{1}{4}$ SE $\frac{1}{4}$	40
SW $\frac{1}{4}$ SE $\frac{1}{4}$ south of Ontario-Nyssa canal	17	SW $\frac{1}{4}$ SE $\frac{1}{4}$	32	SW $\frac{1}{4}$ SE $\frac{1}{4}$	36
SE $\frac{1}{4}$ SE $\frac{1}{4}$ south of Ontario-Nyssa canal	13	Sec. 29—		NE $\frac{1}{4}$ NE $\frac{1}{4}$	14
Sec. 23—		NE $\frac{1}{4}$ NE $\frac{1}{4}$	22	SE $\frac{1}{4}$ NE $\frac{1}{4}$	22
SW $\frac{1}{4}$ SW $\frac{1}{4}$ south of Ontario-Nyssa canal	22	NW $\frac{1}{4}$ NE $\frac{1}{4}$	16	SW $\frac{1}{4}$ SW $\frac{1}{4}$	32
SE $\frac{1}{4}$ SW $\frac{1}{4}$ south of Ontario-Nyssa canal	6	SW $\frac{1}{4}$ NE $\frac{1}{4}$	12	SE $\frac{1}{4}$ SW $\frac{1}{4}$	37
SW $\frac{1}{4}$ SE $\frac{1}{4}$ south of Ontario-Nyssa canal	10	SE $\frac{1}{4}$ NE $\frac{1}{4}$	21	NE $\frac{1}{4}$ SE $\frac{1}{4}$	30
SE $\frac{1}{4}$ SE $\frac{1}{4}$ south of Ontario-Nyssa canal	13	NE $\frac{1}{4}$ NW $\frac{1}{4}$	12	E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$	16
Sec. 24—		SW $\frac{1}{4}$ NW $\frac{1}{4}$	11	W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$	18
SW $\frac{1}{4}$ SW $\frac{1}{4}$ south of Ontario-Nyssa canal	5	SE $\frac{1}{4}$ NW $\frac{1}{4}$	13	SE $\frac{1}{4}$ SE $\frac{1}{4}$	37
SE $\frac{1}{4}$ SW $\frac{1}{4}$ south of Ontario-Nyssa canal	7	NE $\frac{1}{4}$ SW $\frac{1}{4}$	29	Sec. 13—	
SW $\frac{1}{4}$ SE $\frac{1}{4}$ south of Ontario-Nyssa canal	8	SW $\frac{1}{4}$ SW $\frac{1}{4}$	35	NE $\frac{1}{4}$ NE $\frac{1}{4}$	37
SE $\frac{1}{4}$ SE $\frac{1}{4}$ south of Ontario-Nyssa canal	29	SE $\frac{1}{4}$ SW $\frac{1}{4}$	37	NW $\frac{1}{4}$ NE $\frac{1}{4}$	38
Sec. 25—		SE $\frac{1}{4}$ NW $\frac{1}{4}$	20	SW $\frac{1}{4}$ NE $\frac{1}{4}$	26
NE $\frac{1}{4}$ NE $\frac{1}{4}$ south of Ontario-Nyssa canal	4	SE $\frac{1}{4}$ SW $\frac{1}{4}$	20	SE $\frac{1}{4}$ NE $\frac{1}{4}$	22
NW $\frac{1}{4}$ NE $\frac{1}{4}$ south of Ontario-Nyssa canal	29	NE $\frac{1}{4}$ SE $\frac{1}{4}$	12	SE $\frac{1}{4}$ NW $\frac{1}{4}$	33

Description	Irrigable area (private land)	Description	Irrigable area (private land)	Description	Irrigable area (private land)
T. 19 S., R. 46 E., W. M.—Con.	(acres)	T. 19 S., R. 46 E., W. M.—Con.	(acres)	T. 20 S., R. 46 E., W. M.—Con.	(acres)
Sec. 14—Continued.		Sec. 33—Continued.		Sec. 7—	
NE $\frac{1}{4}$ NW $\frac{1}{4}$	35	NE $\frac{1}{4}$ SE $\frac{1}{4}$	32	NW $\frac{1}{4}$ NE $\frac{1}{4}$	5
NW $\frac{1}{4}$ NW $\frac{1}{4}$	25	NW $\frac{1}{4}$ SE $\frac{1}{4}$	39	SW $\frac{1}{4}$ NE $\frac{1}{4}$	10
SW $\frac{1}{4}$ NW $\frac{1}{4}$	36	SW $\frac{1}{4}$ SE $\frac{1}{4}$	34	NW $\frac{1}{4}$ SE $\frac{1}{4}$	20
SE $\frac{1}{4}$ NW $\frac{1}{4}$	30	SE $\frac{1}{4}$ SE $\frac{1}{4}$	32	SW $\frac{1}{4}$ SE $\frac{1}{4}$	20
NE $\frac{1}{4}$ SW $\frac{1}{4}$	32	Sec. 34—		SE $\frac{1}{4}$ SE $\frac{1}{4}$	20
NW $\frac{1}{4}$ SW $\frac{1}{4}$	27	NE $\frac{1}{4}$ NE $\frac{1}{4}$	37	Sec. 8—	
SW $\frac{1}{4}$ SW $\frac{1}{4}$	35	NW $\frac{1}{4}$ NE $\frac{1}{4}$	38	SE $\frac{1}{4}$ NE $\frac{1}{4}$	20
NW $\frac{1}{4}$ SE $\frac{1}{4}$	26	SW $\frac{1}{4}$ NE $\frac{1}{4}$	39	NE $\frac{1}{4}$ SE $\frac{1}{4}$	29
SE $\frac{1}{4}$ SE $\frac{1}{4}$	28	SE $\frac{1}{4}$ NE $\frac{1}{4}$	37	NW $\frac{1}{4}$ SE $\frac{1}{4}$	34
Sec. 15—		SE $\frac{1}{4}$ NW $\frac{1}{4}$	35	SE $\frac{1}{4}$ SE $\frac{1}{4}$	35
SE $\frac{1}{4}$ NE $\frac{1}{4}$	9	NE $\frac{1}{4}$ SW $\frac{1}{4}$	24	Sec. 9—	
NE $\frac{1}{4}$ SE $\frac{1}{4}$	26	NW $\frac{1}{4}$ SW $\frac{1}{4}$	34	NE $\frac{1}{4}$ NE $\frac{1}{4}$	36
Sec. 21—		SW $\frac{1}{4}$ SW $\frac{1}{4}$	34	NW $\frac{1}{4}$ NE $\frac{1}{4}$	37
SE $\frac{1}{4}$ SE $\frac{1}{4}$	2	SE $\frac{1}{4}$ SW $\frac{1}{4}$	20	SW $\frac{1}{4}$ NE $\frac{1}{4}$	38
Sec. 22—		NE $\frac{1}{4}$ SE $\frac{1}{4}$	36	SE $\frac{1}{4}$ NE $\frac{1}{4}$	37
SW $\frac{1}{4}$ NE $\frac{1}{4}$	22	SE $\frac{1}{4}$ SE $\frac{1}{4}$	36	NE $\frac{1}{4}$ NW $\frac{1}{4}$	38
SE $\frac{1}{4}$ NE $\frac{1}{4}$	31	Sec. 35—		NW $\frac{1}{4}$ NW $\frac{1}{4}$	23
NE $\frac{1}{4}$ SE $\frac{1}{4}$	15	NE $\frac{1}{4}$ NE $\frac{1}{4}$	11	SW $\frac{1}{4}$ NW $\frac{1}{4}$	26
NW $\frac{1}{4}$ SE $\frac{1}{4}$	38	NW $\frac{1}{4}$ NE $\frac{1}{4}$	30	SE $\frac{1}{4}$ NW $\frac{1}{4}$	39
SW $\frac{1}{4}$ SE $\frac{1}{4}$	33	SW $\frac{1}{4}$ NE $\frac{1}{4}$	39	NE $\frac{1}{4}$ SW $\frac{1}{4}$	37
SE $\frac{1}{4}$ SE $\frac{1}{4}$	36	SE $\frac{1}{4}$ NE $\frac{1}{4}$	23	NW $\frac{1}{4}$ SW $\frac{1}{4}$	19
Sec. 23—		NE $\frac{1}{4}$ NW $\frac{1}{4}$	28	SW $\frac{1}{4}$ SW $\frac{1}{4}$	11
SW $\frac{1}{4}$ NE $\frac{1}{4}$	26	NW $\frac{1}{4}$ NW $\frac{1}{4}$	36	SE $\frac{1}{4}$ SW $\frac{1}{4}$	37
NE $\frac{1}{4}$ NW $\frac{1}{4}$	23	SW $\frac{1}{4}$ NW $\frac{1}{4}$	34	NE $\frac{1}{4}$ SE $\frac{1}{4}$	37
NW $\frac{1}{4}$ NW $\frac{1}{4}$	28	SE $\frac{1}{4}$ NW $\frac{1}{4}$	38	NW $\frac{1}{4}$ SE $\frac{1}{4}$	37
SW $\frac{1}{4}$ NW $\frac{1}{4}$	38	NE $\frac{1}{4}$ SW $\frac{1}{4}$	37	SW $\frac{1}{4}$ SE $\frac{1}{4}$	32
SE $\frac{1}{4}$ NW $\frac{1}{4}$	39	NW $\frac{1}{4}$ SW $\frac{1}{4}$	36	SE $\frac{1}{4}$ SE $\frac{1}{4}$	36
NE $\frac{1}{4}$ SW $\frac{1}{4}$	38	SW $\frac{1}{4}$ SW $\frac{1}{4}$	31	Sec. 10—	
NW $\frac{1}{4}$ SW $\frac{1}{4}$	34	SE $\frac{1}{4}$ SW $\frac{1}{4}$	33	NE $\frac{1}{4}$ NE $\frac{1}{4}$	38
SW $\frac{1}{4}$ SW $\frac{1}{4}$	10	NE $\frac{1}{4}$ SE $\frac{1}{4}$	13	NW $\frac{1}{4}$ NE $\frac{1}{4}$	39
SE $\frac{1}{4}$ SW $\frac{1}{4}$	26	NW $\frac{1}{4}$ SE $\frac{1}{4}$	33	SW $\frac{1}{4}$ NE $\frac{1}{4}$	38
NE $\frac{1}{4}$ SE $\frac{1}{4}$	37	SW $\frac{1}{4}$ SE $\frac{1}{4}$	26	SE $\frac{1}{4}$ NE $\frac{1}{4}$	38
NW $\frac{1}{4}$ SE $\frac{1}{4}$	35	SE $\frac{1}{4}$ SE $\frac{1}{4}$	3	NE $\frac{1}{4}$ NW $\frac{1}{4}$	38
SE $\frac{1}{4}$ SE $\frac{1}{4}$	22	T. 20 S., R. 46 E., W. M.:		NW $\frac{1}{4}$ NW $\frac{1}{4}$	38
Sec. 24—		Sec. 1—		SW $\frac{1}{4}$ NW $\frac{1}{4}$	38
NE $\frac{1}{4}$ NE $\frac{1}{4}$	1	Lot 4	11	SE $\frac{1}{4}$ NW $\frac{1}{4}$	38
NW $\frac{1}{4}$ NE $\frac{1}{4}$	19	SW $\frac{1}{4}$ NW $\frac{1}{4}$	11	NE $\frac{1}{4}$ SW $\frac{1}{4}$	40
SW $\frac{1}{4}$ NE $\frac{1}{4}$	27	NW $\frac{1}{4}$ SW $\frac{1}{4}$	10	NW $\frac{1}{4}$ SW $\frac{1}{4}$	38
NE $\frac{1}{4}$ NW $\frac{1}{4}$	34	SW $\frac{1}{4}$ SW $\frac{1}{4}$	10	SW $\frac{1}{4}$ SW $\frac{1}{4}$	36
SE $\frac{1}{4}$ NW $\frac{1}{4}$	18	Sec. 2—		SE $\frac{1}{4}$ SW $\frac{1}{4}$	39
NE $\frac{1}{4}$ SW $\frac{1}{4}$	16	Lot 1	25	NE $\frac{1}{4}$ SE $\frac{1}{4}$	38
NW $\frac{1}{4}$ SW $\frac{1}{4}$	33	Lot 2	26	NW $\frac{1}{4}$ SE $\frac{1}{4}$	39
SW $\frac{1}{4}$ SW $\frac{1}{4}$	21	SW $\frac{1}{4}$ NE $\frac{1}{4}$	35	SW $\frac{1}{4}$ SE $\frac{1}{4}$	39
SE $\frac{1}{4}$ SW $\frac{1}{4}$	6	SE $\frac{1}{4}$ NE $\frac{1}{4}$	26	SE $\frac{1}{4}$ SE $\frac{1}{4}$	38
NW $\frac{1}{4}$ SE $\frac{1}{4}$	14	Lot 3	19	Sec. 11—	
Sec. 25—		SW $\frac{1}{4}$ NW $\frac{1}{4}$	23	NE $\frac{1}{4}$ NE $\frac{1}{4}$	25
NE $\frac{1}{4}$ NW $\frac{1}{4}$	3	SE $\frac{1}{4}$ NW $\frac{1}{4}$	15	NW $\frac{1}{4}$ NE $\frac{1}{4}$	33
SW $\frac{1}{4}$ NW $\frac{1}{4}$	7	NE $\frac{1}{4}$ SW $\frac{1}{4}$	25	SW $\frac{1}{4}$ NE $\frac{1}{4}$	26
SW $\frac{1}{4}$ SW $\frac{1}{4}$	4	NW $\frac{1}{4}$ SW $\frac{1}{4}$	35	SE $\frac{1}{4}$ NE $\frac{1}{4}$	21
Sec. 26—		SW $\frac{1}{4}$ SW $\frac{1}{4}$	29	NE $\frac{1}{4}$ NW $\frac{1}{4}$	23
SW $\frac{1}{4}$ NE $\frac{1}{4}$	22	SE $\frac{1}{4}$ SW $\frac{1}{4}$	36	NW $\frac{1}{4}$ NW $\frac{1}{4}$	38
SE $\frac{1}{4}$ NE $\frac{1}{4}$	14	NE $\frac{1}{4}$ SE $\frac{1}{4}$	29	SW $\frac{1}{4}$ NW $\frac{1}{4}$	38
NE $\frac{1}{4}$ SW $\frac{1}{4}$	26	NW $\frac{1}{4}$ SE $\frac{1}{4}$	28	SE $\frac{1}{4}$ NW $\frac{1}{4}$	36
NW $\frac{1}{4}$ SW $\frac{1}{4}$	26	SW $\frac{1}{4}$ SE $\frac{1}{4}$	26	NE $\frac{1}{4}$ SW $\frac{1}{4}$	39
SW $\frac{1}{4}$ SW $\frac{1}{4}$	36	SE $\frac{1}{4}$ SE $\frac{1}{4}$	23	NW $\frac{1}{4}$ SW $\frac{1}{4}$	37
SE $\frac{1}{4}$ SW $\frac{1}{4}$	32	Sec. 3—		SW $\frac{1}{4}$ SW $\frac{1}{4}$	37
NE $\frac{1}{4}$ SE $\frac{1}{4}$	29	Lot 1	20	SE $\frac{1}{4}$ SW $\frac{1}{4}$	38
NW $\frac{1}{4}$ SE $\frac{1}{4}$	30	Lot 2	18	NE $\frac{1}{4}$ SE $\frac{1}{4}$	24
SW $\frac{1}{4}$ SE $\frac{1}{4}$	19	SW $\frac{1}{4}$ NE $\frac{1}{4}$	33	NW $\frac{1}{4}$ SE $\frac{1}{4}$	39
SE $\frac{1}{4}$ SE $\frac{1}{4}$	31	SE $\frac{1}{4}$ NE $\frac{1}{4}$	27	SW $\frac{1}{4}$ SE $\frac{1}{4}$	29
Sec. 27—		Lot 3	26	SE $\frac{1}{4}$ SE $\frac{1}{4}$	6
NE $\frac{1}{4}$ NE $\frac{1}{4}$	20	Lot 4	30	Sec. 4—	
NW $\frac{1}{4}$ NE $\frac{1}{4}$	29	SW $\frac{1}{4}$ NW $\frac{1}{4}$	38	NE $\frac{1}{4}$ NE $\frac{1}{4}$	3
SW $\frac{1}{4}$ NE $\frac{1}{4}$	33	SE $\frac{1}{4}$ NW $\frac{1}{4}$	38	NW $\frac{1}{4}$ NE $\frac{1}{4}$	33
SE $\frac{1}{4}$ NE $\frac{1}{4}$	34	NE $\frac{1}{4}$ SW $\frac{1}{4}$	32	SW $\frac{1}{4}$ NE $\frac{1}{4}$	38
NE $\frac{1}{4}$ NW $\frac{1}{4}$	30	NW $\frac{1}{4}$ SW $\frac{1}{4}$	30	SE $\frac{1}{4}$ NE $\frac{1}{4}$	5
NW $\frac{1}{4}$ NW $\frac{1}{4}$	32	SW $\frac{1}{4}$ SW $\frac{1}{4}$	37	NE $\frac{1}{4}$ NW $\frac{1}{4}$	37
SW $\frac{1}{4}$ NW $\frac{1}{4}$	33	SE $\frac{1}{4}$ SW $\frac{1}{4}$	33	NW $\frac{1}{4}$ NW $\frac{1}{4}$	34
SE $\frac{1}{4}$ NW $\frac{1}{4}$	33	NE $\frac{1}{4}$ SE $\frac{1}{4}$	38	SW $\frac{1}{4}$ NW $\frac{1}{4}$	35
NE $\frac{1}{4}$ SW $\frac{1}{4}$	38	NW $\frac{1}{4}$ SE $\frac{1}{4}$	39	SE $\frac{1}{4}$ NW $\frac{1}{4}$	37
NW $\frac{1}{4}$ SW $\frac{1}{4}$	39	SW $\frac{1}{4}$ SE $\frac{1}{4}$	34	NE $\frac{1}{4}$ SW $\frac{1}{4}$	30
SW $\frac{1}{4}$ SW $\frac{1}{4}$	27	SE $\frac{1}{4}$ SE $\frac{1}{4}$	29	NW $\frac{1}{4}$ SW $\frac{1}{4}$	35
SE $\frac{1}{4}$ SW $\frac{1}{4}$	37	Sec. 4—		SW $\frac{1}{4}$ SW $\frac{1}{4}$	33
NE $\frac{1}{4}$ SE $\frac{1}{4}$	33	Lot 1	29	NE $\frac{1}{4}$ SE $\frac{1}{4}$	9
NW $\frac{1}{4}$ SE $\frac{1}{4}$	36	Lot 2	24	NW $\frac{1}{4}$ SE $\frac{1}{4}$	36
SW $\frac{1}{4}$ SE $\frac{1}{4}$	37	SW $\frac{1}{4}$ NE $\frac{1}{4}$	34	SE $\frac{1}{4}$ SE $\frac{1}{4}$	7
SE $\frac{1}{4}$ SE $\frac{1}{4}$	37	SE $\frac{1}{4}$ NE $\frac{1}{4}$	33	Sec. 15—	
Sec. 33—		SW $\frac{1}{4}$ NW $\frac{1}{4}$	11	NE $\frac{1}{4}$ NE $\frac{1}{4}$	38
NE $\frac{1}{4}$ NE $\frac{1}{4}$	26	NW $\frac{1}{4}$ SW $\frac{1}{4}$	30	NW $\frac{1}{4}$ NE $\frac{1}{4}$	38
NW $\frac{1}{4}$ NE $\frac{1}{4}$	21	SW $\frac{1}{4}$ SW $\frac{1}{4}$	27	SW $\frac{1}{4}$ NE $\frac{1}{4}$	34
SW $\frac{1}{4}$ NE $\frac{1}{4}$	38	SE $\frac{1}{4}$ NE $\frac{1}{4}$	6	SE $\frac{1}{4}$ NE $\frac{1}{4}$	27
SE $\frac{1}{4}$ NE $\frac{1}{4}$	35	SW $\frac{1}{4}$ SW $\frac{1}{4}$	2	NE $\frac{1}{4}$ NW $\frac{1}{4}$	38
SE $\frac{1}{4}$ NW $\frac{1}{4}$	7	SE $\frac{1}{4}$ SW $\frac{1}{4}$	11	NW $\frac{1}{4}$ NW $\frac{1}{4}$	36
NE $\frac{1}{4}$ SW $\frac{1}{4}$	34	NE $\frac{1}{4}$ SE $\frac{1}{4}$	14	SW $\frac{1}{4}$ NW $\frac{1}{4}$	37
NW $\frac{1}{4}$ SW $\frac{1}{4}$	14	NW $\frac{1}{4}$ SE $\frac{1}{4}$	13	SE $\frac{1}{4}$ NW $\frac{1}{4}$	38
SW $\frac{1}{4}$ SW $\frac{1}{4}$	33	SW $\frac{1}{4}$ SE $\frac{1}{4}$	35	NW $\frac{1}{4}$ SW $\frac{1}{4}$	31
SE $\frac{1}{4}$ SW $\frac{1}{4}$	37	SE $\frac{1}{4}$ SE $\frac{1}{4}$	90	SW $\frac{1}{4}$ SW $\frac{1}{4}$	23

Description	Irrigable area (private land)	Description	Irrigable area (private land)	Description	Irrigable area (private land)
T. 20 S., R. 46 E., W. M.—Con.	(acres)	T. 20 S., R. 46 E., W. M.—Con.	(acres)	T. 20 S., R. 46 E., W. M.—Con.	(acres)
Sec. 15—Continued.		Sec. 22—		Sec. 29—Continued.	
SE $\frac{1}{4}$ SW $\frac{1}{4}$	37	NE $\frac{1}{4}$ NE $\frac{1}{4}$	30	NW $\frac{1}{4}$ NW $\frac{1}{4}$	38
NE $\frac{1}{4}$ SE $\frac{1}{4}$	35	NW $\frac{1}{4}$ NE $\frac{1}{4}$	31	SW $\frac{1}{4}$ NW $\frac{1}{4}$	35
NW $\frac{1}{4}$ SE $\frac{1}{4}$	33	SW $\frac{1}{4}$ NE $\frac{1}{4}$	33	SE $\frac{1}{4}$ NW $\frac{1}{4}$	37
SW $\frac{1}{4}$ SE $\frac{1}{4}$	28	SE $\frac{1}{4}$ NE $\frac{1}{4}$	36	NE $\frac{1}{4}$ SW $\frac{1}{4}$	37
SE $\frac{1}{4}$ SE $\frac{1}{4}$	25	NE $\frac{1}{4}$ NW $\frac{1}{4}$	36	NW $\frac{1}{4}$ SW $\frac{1}{4}$	39
Sec. 16—		NW $\frac{1}{4}$ NW $\frac{1}{4}$	30	SW $\frac{1}{4}$ SW $\frac{1}{4}$	34
NE $\frac{1}{4}$ NE $\frac{1}{4}$	36	SW $\frac{1}{4}$ NW $\frac{1}{4}$	37	SE $\frac{1}{4}$ SW $\frac{1}{4}$	36
NW $\frac{1}{4}$ NE $\frac{1}{4}$	34	SE $\frac{1}{4}$ NW $\frac{1}{4}$	39	SW $\frac{1}{4}$ SE $\frac{1}{4}$	27
SW $\frac{1}{4}$ NE $\frac{1}{4}$	37	NE $\frac{1}{4}$ SW $\frac{1}{4}$	38	SE $\frac{1}{4}$ SE $\frac{1}{4}$	11
SE $\frac{1}{4}$ NE $\frac{1}{4}$	29	NW $\frac{1}{4}$ SW $\frac{1}{4}$	37	Sec. 30—	
NE $\frac{1}{4}$ NW $\frac{1}{4}$	36	SW $\frac{1}{4}$ SW $\frac{1}{4}$	36	NE $\frac{1}{4}$ NE $\frac{1}{4}$	38
NW $\frac{1}{4}$ NW $\frac{1}{4}$	22	SE $\frac{1}{4}$ SW $\frac{1}{4}$	35	NW $\frac{1}{4}$ NE $\frac{1}{4}$	39
SW $\frac{1}{4}$ NW $\frac{1}{4}$	28	NE $\frac{1}{4}$ SE $\frac{1}{4}$	38	SW $\frac{1}{4}$ NE $\frac{1}{4}$	39
SE $\frac{1}{4}$ NW $\frac{1}{4}$	38	NW $\frac{1}{4}$ SE $\frac{1}{4}$	36	SE $\frac{1}{4}$ NE $\frac{1}{4}$	36
NE $\frac{1}{4}$ SW $\frac{1}{4}$	38	SW $\frac{1}{4}$ SE $\frac{1}{4}$	35	Lot 2	39
NW $\frac{1}{4}$ SW $\frac{1}{4}$	22	SE $\frac{1}{4}$ SE $\frac{1}{4}$	32	SE $\frac{1}{4}$ NW $\frac{1}{4}$	39
SW $\frac{1}{4}$ SW $\frac{1}{4}$	17	Sec. 23—		NE $\frac{1}{4}$ SW $\frac{1}{4}$	39
SE $\frac{1}{4}$ SW $\frac{1}{4}$	35	NE $\frac{1}{4}$ NE $\frac{1}{4}$	25	Lot 3	39
NE $\frac{1}{4}$ SE $\frac{1}{4}$	33	NW $\frac{1}{4}$ NE $\frac{1}{4}$	20	Lot 4	38
NW $\frac{1}{4}$ SE $\frac{1}{4}$	35	SW $\frac{1}{4}$ NE $\frac{1}{4}$	33	SE $\frac{1}{4}$ SW $\frac{1}{4}$	37
SW $\frac{1}{4}$ SE $\frac{1}{4}$	32	SE $\frac{1}{4}$ NE $\frac{1}{4}$	33	NE $\frac{1}{4}$ SE $\frac{1}{4}$	35
SE $\frac{1}{4}$ SE $\frac{1}{4}$	35	NE $\frac{1}{4}$ NW $\frac{1}{4}$	28	NW $\frac{1}{4}$ SE $\frac{1}{4}$	37
Sec. 17—		NW $\frac{1}{4}$ NW $\frac{1}{4}$	29	SW $\frac{1}{4}$ SE $\frac{1}{4}$	34
NE $\frac{1}{4}$ NE $\frac{1}{4}$	36	SW $\frac{1}{4}$ NW $\frac{1}{4}$	33	SE $\frac{1}{4}$ SE $\frac{1}{4}$	37
NW $\frac{1}{4}$ NE $\frac{1}{4}$	39	SE $\frac{1}{4}$ NW $\frac{1}{4}$	38	Sec. 31—	
SW $\frac{1}{4}$ NE $\frac{1}{4}$	27	NE $\frac{1}{4}$ SW $\frac{1}{4}$	37	NE $\frac{1}{4}$ NE $\frac{1}{4}$	32
SE $\frac{1}{4}$ NE $\frac{1}{4}$	38	NW $\frac{1}{4}$ SW $\frac{1}{4}$	38	NW $\frac{1}{4}$ NE $\frac{1}{4}$	38
NE $\frac{1}{4}$ NW $\frac{1}{4}$	26	SW $\frac{1}{4}$ SW $\frac{1}{4}$	36	SW $\frac{1}{4}$ NE $\frac{1}{4}$	38
NW $\frac{1}{4}$ NW $\frac{1}{4}$	37	SE $\frac{1}{4}$ SW $\frac{1}{4}$	30	SE $\frac{1}{4}$ NE $\frac{1}{4}$	35
SW $\frac{1}{4}$ NW $\frac{1}{4}$	30	NE $\frac{1}{4}$ SE $\frac{1}{4}$	8	E $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$	17
SE $\frac{1}{4}$ NW $\frac{1}{4}$	32	NW $\frac{1}{4}$ SE $\frac{1}{4}$	36	W $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$	19
NE $\frac{1}{4}$ SW $\frac{1}{4}$	37	SW $\frac{1}{4}$ SE $\frac{1}{4}$	5	Lot 1	28
NW $\frac{1}{4}$ SW $\frac{1}{4}$	22	SE $\frac{1}{4}$ NW $\frac{1}{4}$	37	SE $\frac{1}{4}$ NW $\frac{1}{4}$	35
SW $\frac{1}{4}$ SW $\frac{1}{4}$	15	Sec. 24—		Lot 4	29
SE $\frac{1}{4}$ SW $\frac{1}{4}$	21	NW $\frac{1}{4}$ NE $\frac{1}{4}$	30	SE $\frac{1}{4}$ SW $\frac{1}{4}$	26
NE $\frac{1}{4}$ SE $\frac{1}{4}$	39	SW $\frac{1}{4}$ NE $\frac{1}{4}$	5	NE $\frac{1}{4}$ SE $\frac{1}{4}$	18
NW $\frac{1}{4}$ SE $\frac{1}{4}$	32	NE $\frac{1}{4}$ NW $\frac{1}{4}$	37	SW $\frac{1}{4}$ SE $\frac{1}{4}$	13
SW $\frac{1}{4}$ SE $\frac{1}{4}$	28	SW $\frac{1}{4}$ NW $\frac{1}{4}$	37	SE $\frac{1}{4}$ SE $\frac{1}{4}$	18
SE $\frac{1}{4}$ SE $\frac{1}{4}$	38	SE $\frac{1}{4}$ NW $\frac{1}{4}$	37	Sec. 32—	
Sec. 18—		Sec. 26—		NE $\frac{1}{4}$ NW $\frac{1}{4}$	9
Lot 2	36	NE $\frac{1}{4}$ NW $\frac{1}{4}$	31	SW $\frac{1}{4}$ SW $\frac{1}{4}$	9
NE $\frac{1}{4}$ SW $\frac{1}{4}$	33	NW $\frac{1}{4}$ NW $\frac{1}{4}$	38	SE $\frac{1}{4}$ SW $\frac{1}{4}$	4
Lot 3	26	SW $\frac{1}{4}$ NW $\frac{1}{4}$	35	NE $\frac{1}{4}$ SE $\frac{1}{4}$	7
NW $\frac{1}{4}$ SE $\frac{1}{4}$	29	SE $\frac{1}{4}$ NW $\frac{1}{4}$	10	SW $\frac{1}{4}$ SE $\frac{1}{4}$	34
Sec. 19—		N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$	15	SE $\frac{1}{4}$ SE $\frac{1}{4}$	36
SW $\frac{1}{4}$ NE $\frac{1}{4}$	40	SW $\frac{1}{4}$ SW $\frac{1}{4}$	11	Sec. 33—	
SE $\frac{1}{4}$ NE $\frac{1}{4}$	39	SW $\frac{1}{4}$ SW $\frac{1}{4}$	1	NE $\frac{1}{4}$ NE $\frac{1}{4}$	38
SE $\frac{1}{4}$ NW $\frac{1}{4}$	39	Sec. 27—		NW $\frac{1}{4}$ NE $\frac{1}{4}$	36
NE $\frac{1}{4}$ SW $\frac{1}{4}$	38	N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$	15	SW $\frac{1}{4}$ NE $\frac{1}{4}$	14
Lot 3	38	S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$	18	SE $\frac{1}{4}$ NE $\frac{1}{4}$	20
Lot 4	39	NW $\frac{1}{4}$ NE $\frac{1}{4}$	37	NE $\frac{1}{4}$ NW $\frac{1}{4}$	22
SE $\frac{1}{4}$ SW $\frac{1}{4}$	38	SW $\frac{1}{4}$ NE $\frac{1}{4}$	36	NW $\frac{1}{4}$ SW $\frac{1}{4}$	10
NE $\frac{1}{4}$ SE $\frac{1}{4}$	38	SE $\frac{1}{4}$ SE $\frac{1}{4}$	38	N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$	19
NW $\frac{1}{4}$ SE $\frac{1}{4}$	39	NE $\frac{1}{4}$ NW $\frac{1}{4}$	33	S $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$	14
SW $\frac{1}{4}$ SE $\frac{1}{4}$	37	NW $\frac{1}{4}$ NW $\frac{1}{4}$	37	SE $\frac{1}{4}$ SW $\frac{1}{4}$	20
SE $\frac{1}{4}$ SE $\frac{1}{4}$	38	SW $\frac{1}{4}$ NW $\frac{1}{4}$	37	SW $\frac{1}{4}$ SE $\frac{1}{4}$	16
Sec. 20—		SE $\frac{1}{4}$ NW $\frac{1}{4}$	39	SE $\frac{1}{4}$ SE $\frac{1}{4}$	14
NE $\frac{1}{4}$ NW $\frac{1}{4}$	24	NE $\frac{1}{4}$ SW $\frac{1}{4}$	38	Sec. 34—	
NW $\frac{1}{4}$ NW $\frac{1}{4}$	36	SW $\frac{1}{4}$ SW $\frac{1}{4}$	38	NE $\frac{1}{4}$ NE $\frac{1}{4}$	24
SW $\frac{1}{4}$ NW $\frac{1}{4}$	37	SE $\frac{1}{4}$ SW $\frac{1}{4}$	38	NW $\frac{1}{4}$ NE $\frac{1}{4}$	38
SE $\frac{1}{4}$ NW $\frac{1}{4}$	35	NE $\frac{1}{4}$ SE $\frac{1}{4}$	37	SW $\frac{1}{4}$ NE $\frac{1}{4}$	19
NE $\frac{1}{4}$ SW $\frac{1}{4}$	39	NW $\frac{1}{4}$ SE $\frac{1}{4}$	38	SE $\frac{1}{4}$ NE $\frac{1}{4}$	3
NW $\frac{1}{4}$ SW $\frac{1}{4}$	38	SW $\frac{1}{4}$ SE $\frac{1}{4}$	38	NE $\frac{1}{4}$ NW $\frac{1}{4}$	37
SW $\frac{1}{4}$ SW $\frac{1}{4}$	38	SE $\frac{1}{4}$ SE $\frac{1}{4}$	34	NW $\frac{1}{4}$ NW $\frac{1}{4}$	38
SE $\frac{1}{4}$ SW $\frac{1}{4}$	36	Sec. 28—		SW $\frac{1}{4}$ NW $\frac{1}{4}$	32
NE $\frac{1}{4}$ SE $\frac{1}{4}$	32	NE $\frac{1}{4}$ NE $\frac{1}{4}$	38	SE $\frac{1}{4}$ NW $\frac{1}{4}$	37
NW $\frac{1}{4}$ SE $\frac{1}{4}$	37	NW $\frac{1}{4}$ NE $\frac{1}{4}$	37	T. 21 S., R. 46 E., W. M.:	
SW $\frac{1}{4}$ SE $\frac{1}{4}$	38	SW $\frac{1}{4}$ NE $\frac{1}{4}$	39	Sec. 1—	
SE $\frac{1}{4}$ SE $\frac{1}{4}$	37	SE $\frac{1}{4}$ NE $\frac{1}{4}$	37	SW $\frac{1}{4}$ NE $\frac{1}{4}$	18
Sec. 21—		NE $\frac{1}{4}$ NW $\frac{1}{4}$	38	SE $\frac{1}{4}$ NE $\frac{1}{4}$	13
NE $\frac{1}{4}$ NE $\frac{1}{4}$	37	NW $\frac{1}{4}$ NW $\frac{1}{4}$	38	SW $\frac{1}{4}$ NW $\frac{1}{4}$	8
NW $\frac{1}{4}$ NE $\frac{1}{4}$	37	SW $\frac{1}{4}$ NW $\frac{1}{4}$	35	SE $\frac{1}{4}$ SW $\frac{1}{4}$	28
SW $\frac{1}{4}$ NE $\frac{1}{4}$	36	SE $\frac{1}{4}$ NW $\frac{1}{4}$	39	NW $\frac{1}{4}$ SW $\frac{1}{4}$	37
SE $\frac{1}{4}$ NE $\frac{1}{4}$	35	E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$	19	SW $\frac{1}{4}$ SW $\frac{1}{4}$	34
NE $\frac{1}{4}$ NW $\frac{1}{4}$	36	W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$	20	SE $\frac{1}{4}$ SW $\frac{1}{4}$	36
NW $\frac{1}{4}$ NW $\frac{1}{4}$	29	NW $\frac{1}{4}$ SW $\frac{1}{4}$	38	NE $\frac{1}{4}$ SE $\frac{1}{4}$	38
SW $\frac{1}{4}$ NW $\frac{1}{4}$	30	SE $\frac{1}{4}$ SW $\frac{1}{4}$	33	NW $\frac{1}{4}$ SE $\frac{1}{4}$	38
SE $\frac{1}{4}$ NW $\frac{1}{4}$	38	NE $\frac{1}{4}$ SE $\frac{1}{4}$	37	SW $\frac{1}{4}$ SE $\frac{1}{4}$	38
NE $\frac{1}{4}$ SW $\frac{1}{4}$	36	NW $\frac{1}{4}$ SE $\frac{1}{4}$	38	SE $\frac{1}{4}$ SE $\frac{1}{4}$	37
NW $\frac{1}{4}$ SW $\frac{1}{4}$	28	SW $\frac{1}{4}$ SE $\frac{1}{4}$	36	Sec. 2—	
SW $\frac{1}{4}$ SW $\frac{1}{4}$	35	SE $\frac{1}{4}$ SE $\frac{1}{4}$	37	Lot 1	7
SE $\frac{1}{4}$ SW $\frac{1}{4}$	37	Sec. 29—		SW $\frac{1}{4}$ NE $\frac{1}{4}$	17
NE $\frac{1}{4}$ SE $\frac{1}{4}$	38	NE $\frac{1}{4}$ NE $\frac{1}{4}$	38	SE $\frac{1}{4}$ NE $\frac{1}{4}$	38
N $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$	18	NW $\frac{1}{4}$ NE $\frac{1}{4}$	37	SW $\frac{1}{4}$ NW $\frac{1}{4}$	9
S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$	18	SW $\frac{1}{4}$ NE $\frac{1}{4}$	38	SE $\frac{1}{4}$ NW $\frac{1}{4}$	9
SW $\frac{1}{4}$ SE $\frac{1}{4}$	38	SE $\frac{1}{4}$ NE $\frac{1}{4}$	34	NE $\frac{1}{4}$ SW $\frac{1}{4}$	35
SE $\frac{1}{4}$ SE $\frac{1}{4}$	38	NE $\frac{1}{4}$ NW $\frac{1}{4}$	35	NW $\frac{1}{4}$ SW $\frac{1}{4}$	31

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Description	Irrigable area (private land)	Description	Irrigable area (private land)	Description	Irrigable area (private land)
T. 21 S., R. 46 E., W. M.—Con.	(acres)	T. 21 S., R. 46 E., W. M.—Con.	(acres)	T. 21 S., R. 46 E., W. M.—Con.	(acres)
Sec. 2—Continued.		Sec. 9—Continued.		Sec. 15—Continued.	
SE $\frac{1}{4}$ SW $\frac{1}{4}$	38	SE $\frac{1}{4}$ SW $\frac{1}{4}$	37	NW $\frac{1}{4}$ SE $\frac{1}{4}$	32
NE $\frac{1}{4}$ SE $\frac{1}{4}$	31	NE $\frac{1}{4}$ SE $\frac{1}{4}$	38	SW $\frac{1}{4}$ SE $\frac{1}{4}$	39
NW $\frac{1}{4}$ SE $\frac{1}{4}$	34	NW $\frac{1}{4}$ SE $\frac{1}{4}$	39	SE $\frac{1}{4}$ SE $\frac{1}{4}$	27
SW $\frac{1}{4}$ SE $\frac{1}{4}$	38	SW $\frac{1}{4}$ SE $\frac{1}{4}$	38	Sec. 16—	
SE $\frac{1}{4}$ SE $\frac{1}{4}$	33	SE $\frac{1}{4}$ SE $\frac{1}{4}$	37	NE $\frac{1}{4}$ NE $\frac{1}{4}$	38
Sec. 3—		Sec. 10—		NW $\frac{1}{4}$ NE $\frac{1}{4}$	39
SW $\frac{1}{4}$ NE $\frac{1}{4}$	35	NE $\frac{1}{4}$ NE $\frac{1}{4}$	37	SW $\frac{1}{4}$ NE $\frac{1}{4}$	40
SE $\frac{1}{4}$ NE $\frac{1}{4}$	23	NW $\frac{1}{4}$ NE $\frac{1}{4}$	38	SE $\frac{1}{4}$ NE $\frac{1}{4}$	39
SW $\frac{1}{4}$ NW $\frac{1}{4}$	20	SW $\frac{1}{4}$ NE $\frac{1}{4}$	38	NE $\frac{1}{4}$ NW $\frac{1}{4}$	39
SE $\frac{1}{4}$ NW $\frac{1}{4}$	5	SE $\frac{1}{4}$ NE $\frac{1}{4}$	39	NW $\frac{1}{4}$ NW $\frac{1}{4}$	39
N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$	19	NE $\frac{1}{4}$ NW $\frac{1}{4}$	39	SW $\frac{1}{4}$ NW $\frac{1}{4}$	40
S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$	19	NW $\frac{1}{4}$ NW $\frac{1}{4}$	37	SE $\frac{1}{4}$ NW $\frac{1}{4}$	40
NW $\frac{1}{4}$ SW $\frac{1}{4}$	39	SW $\frac{1}{4}$ NW $\frac{1}{4}$	39	NE $\frac{1}{4}$ SW $\frac{1}{4}$	26
SW $\frac{1}{4}$ SW $\frac{1}{4}$	37	SE $\frac{1}{4}$ NW $\frac{1}{4}$	38	NW $\frac{1}{4}$ SW $\frac{1}{4}$	19
SE $\frac{1}{4}$ SW $\frac{1}{4}$	33	NE $\frac{1}{4}$ SW $\frac{1}{4}$	40	NE $\frac{1}{4}$ SE $\frac{1}{4}$	26
NE $\frac{1}{4}$ SE $\frac{1}{4}$	31	NW $\frac{1}{4}$ SW $\frac{1}{4}$	39	NW $\frac{1}{4}$ SE $\frac{1}{4}$	35
NW $\frac{1}{4}$ SE $\frac{1}{4}$	32	SW $\frac{1}{4}$ SW $\frac{1}{4}$	36	Sec. 17—	
SW $\frac{1}{4}$ SE $\frac{1}{4}$	38	NE $\frac{1}{4}$ SE $\frac{1}{4}$	35	NE $\frac{1}{4}$ NE $\frac{1}{4}$	38
SE $\frac{1}{4}$ SE $\frac{1}{4}$	38	NW $\frac{1}{4}$ SE $\frac{1}{4}$	39	NW $\frac{1}{4}$ NE $\frac{1}{4}$	19
Sec. 4—		SE $\frac{1}{4}$ SE $\frac{1}{4}$	35	SW $\frac{1}{4}$ NE $\frac{1}{4}$	29
Lot 1	16	Sec. 11—		SE $\frac{1}{4}$ NE $\frac{1}{4}$	39
Lot 2	38	NE $\frac{1}{4}$ NE $\frac{1}{4}$	36	NE $\frac{1}{4}$ NW $\frac{1}{4}$	36
SW $\frac{1}{4}$ NE $\frac{1}{4}$	37	NW $\frac{1}{4}$ NE $\frac{1}{4}$	29	Lot 1	36
SE $\frac{1}{4}$ NE $\frac{1}{4}$	37	SW $\frac{1}{4}$ NE $\frac{1}{4}$	31	Lot 2	24
Lot 3	39	SE $\frac{1}{4}$ NE $\frac{1}{4}$	36	SE $\frac{1}{4}$ NW $\frac{1}{4}$	19
Lot 4	35	NE $\frac{1}{4}$ NW $\frac{1}{4}$	31	NE $\frac{1}{4}$ SW $\frac{1}{4}$	18
SW $\frac{1}{4}$ NW $\frac{1}{4}$	32	NW $\frac{1}{4}$ NW $\frac{1}{4}$	37	Lot 3	34
SE $\frac{1}{4}$ NW $\frac{1}{4}$	38	SW $\frac{1}{4}$ NW $\frac{1}{4}$	34	Lot 4	30
NE $\frac{1}{4}$ SW $\frac{1}{4}$	34	SE $\frac{1}{4}$ NW $\frac{1}{4}$	33	Sec. 22—	
NW $\frac{1}{4}$ SW $\frac{1}{4}$	36	NE $\frac{1}{4}$ SW $\frac{1}{4}$	31	NE $\frac{1}{4}$ NE $\frac{1}{4}$	24
SW $\frac{1}{4}$ SW $\frac{1}{4}$	34	NW $\frac{1}{4}$ SW $\frac{1}{4}$	40	NW $\frac{1}{4}$ NE $\frac{1}{4}$	39
SE $\frac{1}{4}$ SW $\frac{1}{4}$	37	SW $\frac{1}{4}$ SW $\frac{1}{4}$	38	SW $\frac{1}{4}$ NE $\frac{1}{4}$	24
NE $\frac{1}{4}$ SE $\frac{1}{4}$	38	SE $\frac{1}{4}$ SW $\frac{1}{4}$	38	SE $\frac{1}{4}$ NE $\frac{1}{4}$	14
NW $\frac{1}{4}$ SE $\frac{1}{4}$	38	NE $\frac{1}{4}$ SE $\frac{1}{4}$	36	Sec. 23—	
SW $\frac{1}{4}$ SE $\frac{1}{4}$	38	NW $\frac{1}{4}$ SE $\frac{1}{4}$	38	Lot 1	14
SE $\frac{1}{4}$ SE $\frac{1}{4}$	37	SW $\frac{1}{4}$ SE $\frac{1}{4}$	38	NW $\frac{1}{4}$ NW $\frac{1}{4}$	28
Sec. 5—		Sec. 12—		Lot 2	9
Lot 1	87	NE $\frac{1}{4}$ NE $\frac{1}{4}$	38	Sec. 33—SE $\frac{1}{4}$ SE $\frac{1}{4}$	4
Lot 2	36	NW $\frac{1}{4}$ NE $\frac{1}{4}$	39	Sec. 34—	
SW $\frac{1}{4}$ NE $\frac{1}{4}$	35	SW $\frac{1}{4}$ NE $\frac{1}{4}$	32	NW $\frac{1}{4}$ SW $\frac{1}{4}$	26
SE $\frac{1}{4}$ NE $\frac{1}{4}$	38	SE $\frac{1}{4}$ NE $\frac{1}{4}$	38	Lot 4	23
Lot 3	36	NE $\frac{1}{4}$ NW $\frac{1}{4}$	38	T. 22 S., R. 46 E., W. M.:	
Lot 4	33	NW $\frac{1}{4}$ NW $\frac{1}{4}$	30	Sec. 1—	
SW $\frac{1}{4}$ NW $\frac{1}{4}$	24	SW $\frac{1}{4}$ NW $\frac{1}{4}$	35	Lot 10	25
SE $\frac{1}{4}$ NW $\frac{1}{4}$	26	SE $\frac{1}{4}$ NW $\frac{1}{4}$	38	SW $\frac{1}{4}$ SE $\frac{1}{4}$	13
NE $\frac{1}{4}$ SW $\frac{1}{4}$	12	NE $\frac{1}{4}$ NW $\frac{1}{4}$	24	Lot 13	3
NE $\frac{1}{4}$ SE $\frac{1}{4}$	34	NW $\frac{1}{4}$ SW $\frac{1}{4}$	27	Sec. 3—	
NW $\frac{1}{4}$ SE $\frac{1}{4}$	22	NW $\frac{1}{4}$ SW $\frac{1}{4}$	29	Lot 4	11
SW $\frac{1}{4}$ SE $\frac{1}{4}$	38	SW $\frac{1}{4}$ SW $\frac{1}{4}$	35	SW $\frac{1}{4}$ NW $\frac{1}{4}$	24
SE $\frac{1}{4}$ SE $\frac{1}{4}$	38	SE $\frac{1}{4}$ SW $\frac{1}{4}$	36	Lot 8	6
Sec. 6—		NE $\frac{1}{4}$ SE $\frac{1}{4}$	38	NW $\frac{1}{4}$ SW $\frac{1}{4}$	31
Lot 1	21	NW $\frac{1}{4}$ SE $\frac{1}{4}$	35	SW $\frac{1}{4}$ SW $\frac{1}{4}$	27
SW $\frac{1}{4}$ NE $\frac{1}{4}$	1	SW $\frac{1}{4}$ SE $\frac{1}{4}$	30	Lot 9	17
SE $\frac{1}{4}$ NE $\frac{1}{4}$	18	Lot 1	7	Sec. 10—	
E $\frac{1}{2}$ lot 4	4	Sec. 13—		Lot 3	25
W $\frac{1}{2}$ lot 4	16	Lot 1	3	Lot 4	12
Lot 5	4	NE $\frac{1}{4}$ NW $\frac{1}{4}$	24	NW $\frac{1}{4}$ NW $\frac{1}{4}$	14
NE $\frac{1}{4}$ SW $\frac{1}{4}$	30	NW $\frac{1}{4}$ NW $\frac{1}{4}$	33	SE $\frac{1}{4}$ NW $\frac{1}{4}$	37
Lot 6	9	Lot 2	5	NE $\frac{1}{4}$ SW $\frac{1}{4}$	26
Lot 7	12	Lot 3	22	NE $\frac{1}{4}$ SE $\frac{1}{4}$	32
SE $\frac{1}{4}$ SW $\frac{1}{4}$	17	Sec. 14—		NW $\frac{1}{4}$ SE $\frac{1}{4}$	26
Sec. 7—		NE $\frac{1}{4}$ NE $\frac{1}{4}$	38	SW $\frac{1}{4}$ SE $\frac{1}{4}$	39
Lot 1	2	NW $\frac{1}{4}$ NE $\frac{1}{4}$	38	SW $\frac{1}{4}$ SE $\frac{1}{4}$	39
Lot 2	12	SW $\frac{1}{4}$ NE $\frac{1}{4}$	34	SE $\frac{1}{4}$ SE $\frac{1}{4}$	37
S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$	3	SE $\frac{1}{4}$ NE $\frac{1}{4}$	37	NE $\frac{1}{4}$ SE $\frac{1}{4}$	37
SE $\frac{1}{4}$ NW $\frac{1}{4}$	21	NE $\frac{1}{4}$ NW $\frac{1}{4}$	25	NE $\frac{1}{4}$ SE $\frac{1}{4}$	37
NE $\frac{1}{4}$ SW $\frac{1}{4}$	8	NW $\frac{1}{4}$ NW $\frac{1}{4}$	27	NW $\frac{1}{4}$ SE $\frac{1}{4}$	37
Lot 4	34	SW $\frac{1}{4}$ NW $\frac{1}{4}$	27	SW $\frac{1}{4}$ SE $\frac{1}{4}$	37
SE $\frac{1}{4}$ SW $\frac{1}{4}$	37	SE $\frac{1}{4}$ NW $\frac{1}{4}$	37	SE $\frac{1}{4}$ SE $\frac{1}{4}$	37
NW $\frac{1}{4}$ SE $\frac{1}{4}$	8	NE $\frac{1}{4}$ SW $\frac{1}{4}$	10	Sec. 11—	
SW $\frac{1}{4}$ SE $\frac{1}{4}$	25	NW $\frac{1}{4}$ SW $\frac{1}{4}$	25	Lot 1	24
Sec. 8—		N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$	10	Lot 2	21
NE $\frac{1}{4}$ NE $\frac{1}{4}$	39	S $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$	9	SW $\frac{1}{4}$ NE $\frac{1}{4}$	32
SE $\frac{1}{4}$ NE $\frac{1}{4}$	40	Lot 1	3	SE $\frac{1}{4}$ NE $\frac{1}{4}$	38
NE $\frac{1}{4}$ SE $\frac{1}{4}$	36	Lot 2	12	Lot 3	39
SE $\frac{1}{4}$ SE $\frac{1}{4}$	38	Sec. 15—		Lot 4	5
Sec. 9—		NE $\frac{1}{4}$ NE $\frac{1}{4}$	36	NE $\frac{1}{4}$ SW $\frac{1}{4}$	33
NE $\frac{1}{4}$ NE $\frac{1}{4}$	38	NW $\frac{1}{4}$ NE $\frac{1}{4}$	39	NW $\frac{1}{4}$ SW $\frac{1}{4}$	36
NW $\frac{1}{4}$ NE $\frac{1}{4}$	39	SW $\frac{1}{4}$ NE $\frac{1}{4}$	38	SW $\frac{1}{4}$ SW $\frac{1}{4}$	39
SW $\frac{1}{4}$ NE $\frac{1}{4}$	40	E $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$	18	SE $\frac{1}{4}$ SW $\frac{1}{4}$	38
SE $\frac{1}{4}$ NE $\frac{1}{4}$	38	W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$	19	NE $\frac{1}{4}$ SE $\frac{1}{4}$	38
NE $\frac{1}{4}$ NW $\frac{1}{4}$	36	NE $\frac{1}{4}$ NW $\frac{1}{4}$	39	NW $\frac{1}{4}$ SE $\frac{1}{4}$	39
NW $\frac{1}{4}$ NW $\frac{1}{4}$	38	NW $\frac{1}{4}$ NW $\frac{1}{4}$	38	SW $\frac{1}{4}$ SE $\frac{1}{4}$	24
SW $\frac{1}{4}$ NW $\frac{1}{4}$	39	SW $\frac{1}{4}$ NW $\frac{1}{4}$	38	SE $\frac{1}{4}$ SE $\frac{1}{4}$	23
SE $\frac{1}{4}$ NW $\frac{1}{4}$	38	SE $\frac{1}{4}$ NW $\frac{1}{4}$	37	Sec. 12—	
NE $\frac{1}{4}$ SW $\frac{1}{4}$	39	NE $\frac{1}{4}$ SW $\frac{1}{4}$	14	NE $\frac{1}{4}$ NW $\frac{1}{4}$	30
NW $\frac{1}{4}$ SW $\frac{1}{4}$	40	NW $\frac{1}{4}$ SW $\frac{1}{4}$	13	NW $\frac{1}{4}$ NW $\frac{1}{4}$	20
SW $\frac{1}{4}$ SW $\frac{1}{4}$	38	NE $\frac{1}{4}$ SE $\frac{1}{4}$	39	SW $\frac{1}{4}$ NW $\frac{1}{4}$	38

Description	Irrigable area (private land)	Description	Irrigable area (private land)	Description	Irrigable area (private land)
T. 22 S., R. 46 E., W. M.—Con.		T. 16 S., R. 47 E., W. M.—Con.		T. 16 S., R. 47 E., W. M.—Con.	
Sec. 12—Continued.	(acres)	Sec. 17—Continued.	(acres)	Sec. 32—Continued.	(acres)
SW $\frac{1}{4}$ SW $\frac{1}{4}$	36	NW $\frac{1}{4}$ SE $\frac{1}{4}$	23	SW $\frac{1}{4}$ SE $\frac{1}{4}$	39
SE $\frac{1}{4}$ SW $\frac{1}{4}$	29	SW $\frac{1}{4}$ SE $\frac{1}{4}$	16	SE $\frac{1}{4}$ SE $\frac{1}{4}$	38
Sec. 13—		SE $\frac{1}{4}$ SE $\frac{1}{4}$	2	Sec. 33—	
NE $\frac{1}{4}$ NE $\frac{1}{4}$	35	Sec. 18—		NE $\frac{1}{4}$ NE $\frac{1}{4}$	37
NW $\frac{1}{4}$ NE $\frac{1}{4}$	36	NW $\frac{1}{4}$ NE $\frac{1}{4}$	22	NW $\frac{1}{4}$ NE $\frac{1}{4}$	36
SW $\frac{1}{4}$ NE $\frac{1}{4}$	37	NE $\frac{1}{4}$ NW $\frac{1}{4}$	8	SW $\frac{1}{4}$ NE $\frac{1}{4}$	36
SE $\frac{1}{4}$ NE $\frac{1}{4}$	29	SE $\frac{1}{4}$ NW $\frac{1}{4}$	19	SE $\frac{1}{4}$ NE $\frac{1}{4}$	38
NE $\frac{1}{4}$ NW $\frac{1}{4}$	33	Sec. 20—		NE $\frac{1}{4}$ NW $\frac{1}{4}$	38
NW $\frac{1}{4}$ NW $\frac{1}{4}$	34	NE $\frac{1}{4}$ NE $\frac{1}{4}$	30	NW $\frac{1}{4}$ NW $\frac{1}{4}$	37
SW $\frac{1}{4}$ NW $\frac{1}{4}$	37	NW $\frac{1}{4}$ NE $\frac{1}{4}$	29	SW $\frac{1}{4}$ NW $\frac{1}{4}$	38
SE $\frac{1}{4}$ NW $\frac{1}{4}$	39	SW $\frac{1}{4}$ NE $\frac{1}{4}$	22	SE $\frac{1}{4}$ NW $\frac{1}{4}$	38
NE $\frac{1}{4}$ SW $\frac{1}{4}$	37	SE $\frac{1}{4}$ NE $\frac{1}{4}$	15	NE $\frac{1}{4}$ SW $\frac{1}{4}$	36
NW $\frac{1}{4}$ SW $\frac{1}{4}$	40	NE $\frac{1}{4}$ NW $\frac{1}{4}$	9	NW $\frac{1}{4}$ SW $\frac{1}{4}$	32
Sec. 14—		SE $\frac{1}{4}$ NW $\frac{1}{4}$	5	SW $\frac{1}{4}$ SW $\frac{1}{4}$	33
NW $\frac{1}{4}$ NE $\frac{1}{4}$	21	NE $\frac{1}{4}$ SW $\frac{1}{4}$	16	SE $\frac{1}{4}$ SW $\frac{1}{4}$	35
NE $\frac{1}{4}$ NW $\frac{1}{4}$	22	NW $\frac{1}{4}$ SW $\frac{1}{4}$	1	NE $\frac{1}{4}$ SE $\frac{1}{4}$	31
SW $\frac{1}{4}$ NW $\frac{1}{4}$	16	NE $\frac{1}{4}$ SE $\frac{1}{4}$	38	NW $\frac{1}{4}$ SE $\frac{1}{4}$	34
SE $\frac{1}{4}$ NW $\frac{1}{4}$	15	NW $\frac{1}{4}$ SE $\frac{1}{4}$	32	SW $\frac{1}{4}$ SE $\frac{1}{4}$	35
NE $\frac{1}{4}$ SW $\frac{1}{4}$	30	SW $\frac{1}{4}$ SE $\frac{1}{4}$	38	SE $\frac{1}{4}$ SE $\frac{1}{4}$	35
NW $\frac{1}{4}$ SW $\frac{1}{4}$	31	SE $\frac{1}{4}$ SE $\frac{1}{4}$	32	Sec. 34—	
SW $\frac{1}{4}$ SW $\frac{1}{4}$	6	Sec. 21—		NE $\frac{1}{4}$ NW $\frac{1}{4}$	24
SE $\frac{1}{4}$ SW $\frac{1}{4}$	3	NW $\frac{1}{4}$ NE $\frac{1}{4}$	34	NW $\frac{1}{4}$ NW $\frac{1}{4}$	33
SW $\frac{1}{4}$ SE $\frac{1}{4}$	14	SW $\frac{1}{4}$ NE $\frac{1}{4}$	34	SW $\frac{1}{4}$ NW $\frac{1}{4}$	26
Sec. 23—		NE $\frac{1}{4}$ NW $\frac{1}{4}$	32	SE $\frac{1}{4}$ NW $\frac{1}{4}$	10
NW $\frac{1}{4}$ NE $\frac{1}{4}$	24	NW $\frac{1}{4}$ NW $\frac{1}{4}$	29	NE $\frac{1}{4}$ SW $\frac{1}{4}$	36
SW $\frac{1}{4}$ NE $\frac{1}{4}$	37	SW $\frac{1}{4}$ NW $\frac{1}{4}$	39	NW $\frac{1}{4}$ SW $\frac{1}{4}$	31
NE $\frac{1}{4}$ NW $\frac{1}{4}$	20	SE $\frac{1}{4}$ NW $\frac{1}{4}$	39	SW $\frac{1}{4}$ SW $\frac{1}{4}$	24
SE $\frac{1}{4}$ NW $\frac{1}{4}$	25	NE $\frac{1}{4}$ SW $\frac{1}{4}$	37	SE $\frac{1}{4}$ SW $\frac{1}{4}$	18
NE $\frac{1}{4}$ SW $\frac{1}{4}$	6	NW $\frac{1}{4}$ SW $\frac{1}{4}$	36	NW $\frac{1}{4}$ SE $\frac{1}{4}$	13
NW $\frac{1}{4}$ SW $\frac{1}{4}$	10	SW $\frac{1}{4}$ SW $\frac{1}{4}$	24	SW $\frac{1}{4}$ SE $\frac{1}{4}$	31
SW $\frac{1}{4}$ SW $\frac{1}{4}$	22	SE $\frac{1}{4}$ SW $\frac{1}{4}$	34	Sec. 21—	
SE $\frac{1}{4}$ SW $\frac{1}{4}$	27	NE $\frac{1}{4}$ SE $\frac{1}{4}$	30	T. 17 S., R. 47 E., W. M.:	
Sec. 25—		NW $\frac{1}{4}$ SE $\frac{1}{4}$	34	Sec. 2—NW portion SW $\frac{1}{4}$ NW $\frac{1}{4}$	5
SW $\frac{1}{4}$ NW $\frac{1}{4}$	35	SW $\frac{1}{4}$ SE $\frac{1}{4}$	22	Sec. 3—	
SE $\frac{1}{4}$ NW $\frac{1}{4}$	27	SE $\frac{1}{4}$ SE $\frac{1}{4}$	35	Lot 1—	30
SW $\frac{1}{4}$ SE $\frac{1}{4}$	23	Sec. 22—		Lot 2—	8
Sec. 27—		NW $\frac{1}{4}$ SW $\frac{1}{4}$	5	SW $\frac{1}{4}$ NE $\frac{1}{4}$	35
SE $\frac{1}{4}$ NE $\frac{1}{4}$	2	SW $\frac{1}{4}$ SW $\frac{1}{4}$	20	SE $\frac{1}{4}$ NE $\frac{1}{4}$	12
Sec. 36—		Sec. 27—		Lot 3—	15
NE $\frac{1}{4}$ NE $\frac{1}{4}$	27	NE $\frac{1}{4}$ NW $\frac{1}{4}$	14	Lot 4—	37
NW $\frac{1}{4}$ NE $\frac{1}{4}$	20	NW $\frac{1}{4}$ NW $\frac{1}{4}$	35	SW $\frac{1}{4}$ NW $\frac{1}{4}$	37
SW $\frac{1}{4}$ NE $\frac{1}{4}$	21	SW $\frac{1}{4}$ NW $\frac{1}{4}$	31	NE $\frac{1}{4}$ SW $\frac{1}{4}$	20
SE $\frac{1}{4}$ NE $\frac{1}{4}$	14	SE $\frac{1}{4}$ NW $\frac{1}{4}$	24	SW $\frac{1}{4}$ SW $\frac{1}{4}$	36
NE $\frac{1}{4}$ NW $\frac{1}{4}$	36	NE $\frac{1}{4}$ SW $\frac{1}{4}$	34	SE $\frac{1}{4}$ SW $\frac{1}{4}$	2
NW $\frac{1}{4}$ NW $\frac{1}{4}$	25	NW $\frac{1}{4}$ SW $\frac{1}{4}$	32	NW $\frac{1}{4}$ SE $\frac{1}{4}$	3
SW $\frac{1}{4}$ NW $\frac{1}{4}$	25	N $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$	9	Sec. 4—	
SE $\frac{1}{4}$ NW $\frac{1}{4}$	35	S $\frac{3}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$	18	Lot 1—	27
NE $\frac{1}{4}$ SW $\frac{1}{4}$	33	N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$	8	Lot 2—	36
NW $\frac{1}{4}$ SW $\frac{1}{4}$	18	S $\frac{3}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$	21	SW $\frac{1}{4}$ NE $\frac{1}{4}$	27
SE $\frac{1}{4}$ SW $\frac{1}{4}$	38	Sec. 28—		SE $\frac{1}{4}$ NE $\frac{1}{4}$	33
NE $\frac{1}{4}$ SE $\frac{1}{4}$	36	NE $\frac{1}{4}$ NE $\frac{1}{4}$	37	Lot 3—	37
NW $\frac{1}{4}$ SE $\frac{1}{4}$	39	NW $\frac{1}{4}$ NE $\frac{1}{4}$	36	Lot 4—	30
SW $\frac{1}{4}$ SE $\frac{1}{4}$	37	SW $\frac{1}{4}$ NE $\frac{1}{4}$	37	SW $\frac{1}{4}$ NW $\frac{1}{4}$	38
SE $\frac{1}{4}$ SE $\frac{1}{4}$	37	SE $\frac{1}{4}$ NE $\frac{1}{4}$	22	SE $\frac{1}{4}$ NW $\frac{1}{4}$	38
T. 23 S., R. 46 E., W. M.:		NE $\frac{1}{4}$ NW $\frac{1}{4}$	38	Sec. 4—	
Sec. 1—		NW $\frac{1}{4}$ NW $\frac{1}{4}$	37	NE $\frac{1}{4}$ SW $\frac{1}{4}$	37
Lot 1—	38	SW $\frac{1}{4}$ NW $\frac{1}{4}$	37	NW $\frac{1}{4}$ SW $\frac{1}{4}$	34
Lot 2—	35	SE $\frac{1}{4}$ NW $\frac{1}{4}$	39	SW $\frac{1}{4}$ SW $\frac{1}{4}$	36
SE $\frac{1}{4}$ NE $\frac{1}{4}$	11	SW $\frac{1}{4}$ SW $\frac{1}{4}$	39	SE $\frac{1}{4}$ SW $\frac{1}{4}$	38
NE $\frac{1}{4}$ SW $\frac{1}{4}$	15	SE $\frac{1}{4}$ SE $\frac{1}{4}$	37	NE $\frac{1}{4}$ SE $\frac{1}{4}$	39
NW $\frac{1}{4}$ SW $\frac{1}{4}$	17	NW $\frac{1}{4}$ SE $\frac{1}{4}$	35	NW $\frac{1}{4}$ SE $\frac{1}{4}$	37
SW $\frac{1}{4}$ SW $\frac{1}{4}$	6	SW $\frac{1}{4}$ SE $\frac{1}{4}$	31	SW $\frac{1}{4}$ SE $\frac{1}{4}$	37
NW $\frac{1}{4}$ SE $\frac{1}{4}$	4	SE $\frac{1}{4}$ SW $\frac{1}{4}$	38	SE $\frac{1}{4}$ SE $\frac{1}{4}$	36
Sec. 2—		NE $\frac{1}{4}$ SE $\frac{1}{4}$	28	Sec. 5—	
NE $\frac{1}{4}$ SE $\frac{1}{4}$	24	NW $\frac{1}{4}$ SE $\frac{1}{4}$	35	Lot 1—	27
SW $\frac{1}{4}$ SE $\frac{1}{4}$	19	SW $\frac{1}{4}$ SE $\frac{1}{4}$	35	Lot 2—	37
SE $\frac{1}{4}$ SE $\frac{1}{4}$	24	SE $\frac{1}{4}$ SE $\frac{1}{4}$	32	SW $\frac{1}{4}$ NE $\frac{1}{4}$	39
T. 16 S., R. 47 E., W. M.:		NE $\frac{1}{4}$ NE $\frac{1}{4}$	35	SE $\frac{1}{4}$ NE $\frac{1}{4}$	39
Sec. 6—		NW $\frac{1}{4}$ NE $\frac{1}{4}$	31	Lot 3—	14
SE $\frac{1}{4}$ NW $\frac{1}{4}$	12	SW $\frac{1}{4}$ NE $\frac{1}{4}$	22	Lot 4—	2
W $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$	3	SE $\frac{1}{4}$ NE $\frac{1}{4}$	28	SE $\frac{1}{4}$ NW $\frac{1}{4}$	28
Sec. 7—		NE $\frac{1}{4}$ SW $\frac{1}{4}$	5	NE $\frac{1}{4}$ SW $\frac{1}{4}$	34
NE $\frac{1}{4}$ NE $\frac{1}{4}$	36	SE $\frac{1}{4}$ SW $\frac{1}{4}$	8	SW $\frac{1}{4}$ SW $\frac{1}{4}$	14
NW $\frac{1}{4}$ NE $\frac{1}{4}$	24	NE $\frac{1}{4}$ SE $\frac{1}{4}$	34	SE $\frac{1}{4}$ SW $\frac{1}{4}$	38
SW $\frac{1}{4}$ NE $\frac{1}{4}$	1	NW $\frac{1}{4}$ SE $\frac{1}{4}$	20	NE $\frac{1}{4}$ SE $\frac{1}{4}$	39
SW $\frac{1}{4}$ SE $\frac{1}{4}$	26	SW $\frac{1}{4}$ SE $\frac{1}{4}$	38	NW $\frac{1}{4}$ SE $\frac{1}{4}$	40
SE $\frac{1}{4}$ SE $\frac{1}{4}$	17	SE $\frac{1}{4}$ SE $\frac{1}{4}$	31	SW $\frac{1}{4}$ SE $\frac{1}{4}$	38
Sec. 8—		NE $\frac{1}{4}$ NE $\frac{1}{4}$	36	SE $\frac{1}{4}$ SE $\frac{1}{4}$	37
NW $\frac{1}{4}$ SW $\frac{1}{4}$	30	NW $\frac{1}{4}$ NE $\frac{1}{4}$	36	Sec. 6—	
SE $\frac{1}{4}$ SW $\frac{1}{4}$	24	SW $\frac{1}{4}$ NE $\frac{1}{4}$	38	NE $\frac{1}{4}$ SE $\frac{1}{4}$	1
Sec. 16—		SE $\frac{1}{4}$ NE $\frac{1}{4}$	38	SE $\frac{1}{4}$ SE $\frac{1}{4}$	18
NW $\frac{1}{4}$ SW $\frac{1}{4}$	16	NE $\frac{1}{4}$ SW $\frac{1}{4}$	13	Sec. 7—	
SW $\frac{1}{4}$ SW $\frac{1}{4}$	27	SE $\frac{1}{4}$ SW $\frac{1}{4}$	13	NE $\frac{1}{4}$ NE $\frac{1}{4}$	14
SE $\frac{1}{4}$ SW $\frac{1}{4}$	36	NE $\frac{1}{4}$ NW $\frac{1}{4}$	13	NE $\frac{1}{4}$ SW $\frac{1}{4}$	3
Sec. 17—		SE $\frac{1}{4}$ NW $\frac{1}{4}$	13	Lot 3—	3
SW $\frac{1}{4}$ NE $\frac{1}{4}$	11	NE $\frac{1}{4}$ SE $\frac{1}{4}$	14	Lot 4—	33
SE $\frac{1}{4}$ NE $\frac{1}{4}$	1	SE $\frac{1}{4}$ SE $\frac{1}{4}$	35	SE $\frac{1}{4}$ SW $\frac{1}{4}$	27
NE $\frac{1}{4}$ SW $\frac{1}{4}$	1	NW $\frac{1}{4}$ SE $\frac{1}{4}$	38		
NE $\frac{1}{4}$ SE $\frac{1}{4}$	10				

Description	Irrigable area (private land)	Description	Irrigable area (private land)	Description	Irrigable area (private land)
T. 17 S., R. 47 E., W. M.—Con.	(acres)	T. 17 S., R. 47 E., W. M.—Con.	(acres)	T. 19 S., R. 47 E., W. M.:	(acres)
Sec. 7—Continued.		Sec. 18—Continued.		Sec. 6—Lot 4	7
NE $\frac{1}{4}$ SE $\frac{1}{4}$	4	NE $\frac{1}{4}$ SE $\frac{1}{4}$	37	Sec. 7—Lot 4	20
NW $\frac{1}{4}$ SE $\frac{1}{4}$	13	NW $\frac{1}{4}$ SE $\frac{1}{4}$	38	Sec. 18—Lot 1	13
SW $\frac{1}{4}$ SE $\frac{1}{4}$	33	SW $\frac{1}{4}$ SE $\frac{1}{4}$	38		
SE $\frac{1}{4}$ SE $\frac{1}{4}$	33	SE $\frac{1}{4}$ SE $\frac{1}{4}$	37	T. 21 S., R. 47 E., W. M.:	
Sec. 8—		Sec. 19—		Sec. 6—	
NE $\frac{1}{4}$ NE $\frac{1}{4}$	37	NE $\frac{1}{4}$ NE $\frac{1}{4}$	38	Lot 2	7
NW $\frac{1}{4}$ NE $\frac{1}{4}$	25	NW $\frac{1}{4}$ NE $\frac{1}{4}$	38	Lot 3	23
SW $\frac{1}{4}$ NE $\frac{1}{4}$	39	SW $\frac{1}{4}$ NE $\frac{1}{4}$	36	Lot 4	18
SE $\frac{1}{4}$ NE $\frac{1}{4}$	40	SE $\frac{1}{4}$ NE $\frac{1}{4}$	36	Lot 5	48
NE $\frac{1}{4}$ NW $\frac{1}{4}$	37	NE $\frac{1}{4}$ NW $\frac{1}{4}$	34	Sec. 7—	
NW $\frac{1}{4}$ NW $\frac{1}{4}$	38	Lot 1	25	Lot 1	52
SW $\frac{1}{4}$ NW $\frac{1}{4}$	35	N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$	13	Lot 2	48
SE $\frac{1}{4}$ NW $\frac{1}{4}$	37	S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$	8	Lot 3	20
NE $\frac{1}{4}$ SW $\frac{1}{4}$	32	N $\frac{1}{2}$ lot 3	4		
NW $\frac{1}{4}$ SW $\frac{1}{4}$	16	S $\frac{1}{2}$ lot 3	16	T. 22 S., R. 47 E., W. M.:	
SW $\frac{1}{4}$ SW $\frac{1}{4}$	19	Lot 4	38	Sec. 6—Lot 6	17
SE $\frac{1}{4}$ SW $\frac{1}{4}$	13	E $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$	10	T. 23 S., R. 47 E., W. M.:	
NE $\frac{1}{4}$ SE $\frac{1}{4}$	36	W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$	18	Sec. 6—	
NW $\frac{1}{4}$ SE $\frac{1}{4}$	33	NE $\frac{1}{4}$ SE $\frac{1}{4}$	22	Lot 1	17
SW $\frac{1}{4}$ SE $\frac{1}{4}$	15	SE $\frac{1}{4}$ SE $\frac{1}{4}$	12	NW $\frac{1}{4}$ NW $\frac{1}{4}$	35
SE $\frac{1}{4}$ SE $\frac{1}{4}$	38	Sec. 20—		Lot 3	4
Sec. 9—		NE $\frac{1}{4}$ NE $\frac{1}{4}$	19	SW $\frac{1}{4}$ SW $\frac{1}{4}$	18
NE $\frac{1}{4}$ NE $\frac{1}{4}$	30	NW $\frac{1}{4}$ NE $\frac{1}{4}$	27	Lot 4	14
NW $\frac{1}{4}$ NE $\frac{1}{4}$	35	SW $\frac{1}{4}$ NE $\frac{1}{4}$	25	Sec. 7—	
SW $\frac{1}{4}$ NE $\frac{1}{4}$	30	SE $\frac{1}{4}$ NE $\frac{1}{4}$	25	SW $\frac{1}{4}$ NW $\frac{1}{4}$	11
SE $\frac{1}{4}$ NE $\frac{1}{4}$	16	NE $\frac{1}{4}$ NW $\frac{1}{4}$	29	Lot 3	9
NE $\frac{1}{4}$ NW $\frac{1}{4}$	37	NW $\frac{1}{4}$ NW $\frac{1}{4}$	35	NW $\frac{1}{4}$ SW $\frac{1}{4}$	28
NW $\frac{1}{4}$ NW $\frac{1}{4}$	38	SW $\frac{1}{4}$ NW $\frac{1}{4}$	16	SW $\frac{1}{4}$ SW $\frac{1}{4}$	13
SW $\frac{1}{4}$ NW $\frac{1}{4}$	35	SE $\frac{1}{4}$ NW $\frac{1}{4}$	28	Lot 4	25
SE $\frac{1}{4}$ NW $\frac{1}{4}$	28	NE $\frac{1}{4}$ SW $\frac{1}{4}$	18	Sec. 18—	
NW $\frac{1}{4}$ SW $\frac{1}{4}$	35	NW $\frac{1}{4}$ SW $\frac{1}{4}$	36	Lot 1	20
SW $\frac{1}{4}$ SW $\frac{1}{4}$	37	SE $\frac{1}{4}$ SW $\frac{1}{4}$	10	NW $\frac{1}{4}$ NW $\frac{1}{4}$	5
SE $\frac{1}{4}$ SW $\frac{1}{4}$	31	Sec. 21—		Total irrigable area	56,199
NE $\frac{1}{4}$ SE $\frac{1}{4}$	22	NE $\frac{1}{4}$ NW $\frac{1}{4}$	33		
NW $\frac{1}{4}$ SE $\frac{1}{4}$	22	SW $\frac{1}{4}$ NW $\frac{1}{4}$	33		
Sec. 10—		NW $\frac{1}{4}$ SW $\frac{1}{4}$	1		
N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$	8	Sec. 29—			
NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$	5	NE $\frac{1}{4}$ NE $\frac{1}{4}$	10		
SW $\frac{1}{4}$ SW $\frac{1}{4}$	36	NW $\frac{1}{4}$ NE $\frac{1}{4}$	22		
SE $\frac{1}{4}$ SW $\frac{1}{4}$	15	NW $\frac{1}{4}$ NW $\frac{1}{4}$	11		
NW $\frac{1}{4}$ SE $\frac{1}{4}$	22	SW $\frac{1}{4}$ NW $\frac{1}{4}$	28		
Sec. 15—		NW $\frac{1}{4}$ SW $\frac{1}{4}$	25		
Lot 1	27	Sec. 30—			
Lot 2	33	NE $\frac{1}{4}$ NE $\frac{1}{4}$	6		
E $\frac{1}{3}$ lot 3	5	NW $\frac{1}{4}$ NE $\frac{1}{4}$	17		
Lot 4 and W $\frac{2}{3}$ lot 3	38	SW $\frac{1}{4}$ NE $\frac{1}{4}$	37		
Sec. 16—		SE $\frac{1}{4}$ NE $\frac{1}{4}$	17		
NW $\frac{1}{4}$ NE $\frac{1}{4}$	28	NW $\frac{1}{4}$ NW $\frac{1}{4}$	22		
Lot 2	33	SW $\frac{1}{4}$ NW $\frac{1}{4}$	11		
NE $\frac{1}{4}$ NW $\frac{1}{4}$	19	SE $\frac{1}{4}$ NW $\frac{1}{4}$	28		
NW $\frac{1}{4}$ NW $\frac{1}{4}$	24	NW $\frac{1}{4}$ SW $\frac{1}{4}$	36		
SW $\frac{1}{4}$ NW $\frac{1}{4}$	4	Sec. 31—			
SE $\frac{1}{4}$ NW $\frac{1}{4}$	14	NE $\frac{1}{4}$ NE $\frac{1}{4}$	17		
Lot 3	25	NW $\frac{1}{4}$ NE $\frac{1}{4}$	30		
NW $\frac{1}{4}$ SW $\frac{1}{4}$	16	SW $\frac{1}{4}$ NE $\frac{1}{4}$	25		
SW $\frac{1}{4}$ SW $\frac{1}{4}$	24	SE $\frac{1}{4}$ NE $\frac{1}{4}$	25		
Lot 4	8	NE $\frac{1}{4}$ NW $\frac{1}{4}$	32		
Sec. 17—		Lot 1	13		
NE $\frac{1}{4}$ NE $\frac{1}{4}$	25	Lot 2	16		
SW $\frac{1}{4}$ NE $\frac{1}{4}$	18	SE $\frac{1}{4}$ NW $\frac{1}{4}$	12		
SE $\frac{1}{4}$ NE $\frac{1}{4}$	6	NW $\frac{1}{4}$ SW $\frac{1}{4}$	12		
NE $\frac{1}{4}$ NW $\frac{1}{4}$	16	Sec. 32—SW $\frac{1}{4}$ NW $\frac{1}{4}$			
NW $\frac{1}{4}$ NW $\frac{1}{4}$	29	Sec. 31—			
SW $\frac{1}{4}$ NW $\frac{1}{4}$	33	NE $\frac{1}{4}$ NW $\frac{1}{4}$	5		
SE $\frac{1}{4}$ NW $\frac{1}{4}$	28	Lot 1	36		
NE $\frac{1}{4}$ SW $\frac{1}{4}$	17	Lot 2	39		
NW $\frac{1}{4}$ SW $\frac{1}{4}$	35	SE $\frac{1}{4}$ NW $\frac{1}{4}$	32		
SW $\frac{1}{4}$ SW $\frac{1}{4}$	36	NW $\frac{1}{4}$ SW $\frac{1}{4}$	18		
SE $\frac{1}{4}$ SW $\frac{1}{4}$	28	Sec. 33—			
NE $\frac{1}{4}$ SE $\frac{1}{4}$	20	NE $\frac{1}{4}$ NW $\frac{1}{4}$	21		
NW $\frac{1}{4}$ SE $\frac{1}{4}$	31	Lot 1	25		
SW $\frac{1}{4}$ SE $\frac{1}{4}$	20	Lot 2	29		
SE $\frac{1}{4}$ SE $\frac{1}{4}$	25	Sec. 34—			
Sec. 18—		NE $\frac{1}{4}$ NW $\frac{1}{4}$	29		
NE $\frac{1}{4}$ NE $\frac{1}{4}$	37	Sec. 35—			
NW $\frac{1}{4}$ NE $\frac{1}{4}$	37	NE $\frac{1}{4}$ NW $\frac{1}{4}$	36		
SW $\frac{1}{4}$ NE $\frac{1}{4}$	40	Lot 1	39		
SE $\frac{1}{4}$ NE $\frac{1}{4}$	39	Lot 2	39		
NE $\frac{1}{4}$ NW $\frac{1}{4}$	35	Sec. 36—			
Lot 1	20	NE $\frac{1}{4}$ NW $\frac{1}{4}$	36		
Lot 2	37	Lot 1	39		
SE $\frac{1}{4}$ NW $\frac{1}{4}$	39	Lot 2	39		
NE $\frac{1}{4}$ SW $\frac{1}{4}$	38	Sec. 37—			
Lot 3	38	NE $\frac{1}{4}$ NW $\frac{1}{4}$	36		
Lot 4	36	Lot 1	39		
SE $\frac{1}{4}$ SW $\frac{1}{4}$	39	Lot 2	39		

Payment of construction charges on the irrigable lands to which water is announced as available will be at the rate of \$2.00 per irrigable acre per annum for the years 1946 through 1949, in lieu of the rate specified in the 1936 contract. The amount for each of these years shall be paid in two equal semiannual installments, the first to be payable on December 31 of the year for which the annual amount is due and the second on July 1 of the ensuing year.

2. Delivery of water from the project supply to the lands above described will be made only subject to the following provisions:

a. *Operation of project works by United States.* The project works built by the United States shall be retained and operated by the United States until such time as written notice is hereafter given by the Secretary of the Interior (herein called the Secretary) to the several districts which are parties to the 1936 contract (herein called subscribing districts): requiring that the Board of Control be established in accordance with the provisions of the contract of October 14, 1926 between the United States and the Owyhee Irrigation District, as amended, and the contracts between the United States and each of the other subscribing districts; describing the works to be transferred to that Board of Control; and fixing the date when the transfer is to be effective.

b. *Payment of operation and maintenance costs.* (1) During the period that the project works are being operated by the United States, the District's share of the cost of operation and maintenance of the works shall be paid by the District directly to the United States. The amount of the annual payments shall be fixed by the Secretary and payments shall be made as provided herein. Beginning with the calendar year 1946 the Secretary shall furnish to the District

on or before November 1 of each year, or as soon thereafter as practicable, a statement of the estimated costs of operating and maintaining the project works during the ensuing calendar year, and of the District's share thereof. As soon as practicable, after issuance of this notice, the Secretary shall furnish to the District a similar statement for operation and maintenance during the calendar year 1946. For the calendar year 1946, the District shall pay its share in the following instalments: fifty percent (50%) on or before May 1 of that year; and twenty-five percent (25%) on or before July 1 of that year; and twenty-five percent (25%) on or before December 1 of that year. For the calendar year 1947 and each succeeding year hereunder, the District shall pay its share as follows: forty percent (40%) on or before December 1 of the preceding year; twenty-five percent (25%) on or before May 1 of the year for which payment is made; and thirty-five percent (35%) on or before July 1 of that year. Whenever, in the opinion of the Secretary, funds advanced as herein required will be inadequate to operate and maintain the project works properly to the end of the calendar year for which the advances were made, the Secretary may give a supplemental statement of operation and maintenance charges stating the additional advances required for the project works for the year in question and the District's share thereof. The District shall make such additional advances on or before the date specified in such statement.

(2) As soon as practicable after the close of each calendar year the actual costs of operation and maintenance chargeable to the project works for the year just closed shall be determined and announced by the Secretary. If the part of the actual cost for the year apportionable to the District is less than the funds advanced therefor by the District, any excess shall be credited against the next instalment of operation and maintenance charges coming due hereunder. If such cost is more than the funds advanced therefor, the difference shall be paid by the District to the United States on or before the dates specified in the notice announcing such deficit.

(3) In the case of a district operating all or a portion of the works for the distribution of water within its boundaries, adjustments of the operation and maintenance charges to be paid by it to the United States shall be made to the end that the total charge for operation and maintenance for all irrigable lands of the project will be equal, taking account both of payments to be made to the United States hereunder and of payments to be made to a district for operation and maintenance performed by it. Adjustments in charges by the United States hereunder to this end shall be made on the basis provided in article 31 of the contract of October 14, 1926 with the Owyhee Irrigation District, the Secretary acting thereunder in lieu of the Board of Control, and shall be so made notwithstanding the provisions of the 1936 contract.

(4) The determinations as to what costs incurred by the United States are properly chargeable, under this provi-

sion, to the operation and maintenance of the project works shall be made by the Secretary. There shall be included the amount required to be paid to the United States under the terms of the 1936 contract for electric power and energy supplied by the United States for the operation of project pumping plants.

c. *Basis for levy of operation and maintenance charges.* Levies and charges made by the District to collect monies to meet operation and maintenance charges and the cost of power for pumping, covering both the amounts to be paid to the United States hereunder and the costs of those kinds incurred in operational activities by the District, shall be on the following basis:

There shall be a minimum charge made annually against each acre of irrigable land in the District to which water is available from the project works, which shall be required to be paid whether or not water is used. The minimum charge and the maximum amount of water to be delivered therefor for each irrigation season shall be fixed by the District in conformity with the announcement with respect thereto made by the Secretary: *Provided*, That in no event shall the amount of water be delivered on payment of the minimum charge be fixed by the Secretary at less than four (4) acre-feet for an irrigation season. Such announcement will be made for the calendar year 1946 as soon as practicable after the notice of availability becomes effective, and for each season thereafter on or before November 1 of the preceding calendar year. Payment of the minimum charge by the water users shall be required to be made to the District in advance of the delivery of any water in the season for which the payment is made. Water in excess of the amount to be delivered for the minimum charge may be delivered to water users in any season on payment to the District of a charge, for each acre-foot or fraction thereof, of not less than twenty-five percent (25%) more than the average charge per acre-foot of water which said land is entitled to secure for the annual minimum charge. No excess water will be delivered to a farm unit unless advance payment therefor has been made by the water users to the District, or arrangements for such payment have been made that are satisfactory to the District and are in keeping with the requirements of the law.

d. *Deferment of charges for years 1940 through 1945.* Had the notice of availability of water under article 13-I of the 1936 contract been given on the initial date provided by that article, the construction charges payable by the District for each of the years 1940 through 1945 would have been one hundred forty thousand, four hundred ninety-seven dollars and fifty cents (\$140,497.50). Pursuant to the authority of the Reclamation Project Act of 1939 (53 Stat. 1187), as amended, each of those amounts are hereby deferred for payment as follows: one hundred forty thousand, four hundred ninety-seven dollars and fifty cents (\$140,497.50) to become due in the year following the last year of the repayment period under the 1936 contract, and a like amount to

come due in each of the succeeding five years. Each of these instalments will be payable on December 1 of the year in which due, but the District may at its option make payment in semiannual instalments, the first on December 31 of such year and the second on July 1 of the following year.

e. *Terms of this notice limited to interim period.* The provisions for the repayment of construction charges established by this notice are to govern the District's repayment obligations only until an amendatory repayment contract has been entered into under the provisions of the Reclamation Project Act of 1939, as amended. Neither the instalments fixed hereunder nor any other provision of this notice of availability shall be construed in any sense to be the measure or criterion of the terms of repayment that will be acceptable to the United States in connection with any later amendatory contract.

f. *Existing contracts unaffected.* This notice of availability is given pursuant to the existing repayment contracts between the United States and the District, and, except as the provisions herein are inconsistent therewith, those repayment contracts remain in full force and effect.

3. In addition to the foregoing provisions of this notice, the delivery of water hereunder may be made conditional on the formal acceptance of this notice by the District. In the absence of such formal acceptance, payment by the District of the first instalment of the estimated operation and maintenance charges for the year 1946, as provided in paragraph (1) of subsection 2 (b) above, will be treated as the District's acceptance of this notice and all of its provisions, and the delivery of any water at any time hereunder is predicated on this understanding.

OSCAR L. CHAPMAN,  
Acting Secretary of the Interior.

[F. R. Doc. 46-5952; Filed, Apr. 9, 1946;  
4:57 p. m.]

[No. 18]

GEM IRRIGATION DISTRICT, Owyhee  
PROJECT, OREGON-IDaho

NOTICE OF AVAILABILITY OF WATER

FEBRUARY 19, 1946.

1. Pursuant to the provisions of article 13-I of the contract of March 16, 1936, Symbol No. IIR-876 (herein called the 1936 contract), notice is hereby given that water from the works of the Owyhee project will be available, beginning the first of the 1946 irrigation season, to the following described irrigable lands within the boundaries of the Gem Irrigation District (herein called the District):

Description	Irrigable area (public land)
T. 2 N., R. 4 W., B. M.:	(acres)
Sec. 8—Farm Unit "A"-----	58
Sec. 9—Farm Unit "A"-----	40
Sec. 10—Farm Unit "A"-----	64
Sec. 17—	
Farm Unit "B"-----	83
Farm Unit "C"-----	51
Farm Unit "D"-----	44
Farm Unit "E"-----	40

Description	Irrigable area (public land)	Description	Irrigable area (private land)	Description	Irrigable area (private land)
	(acres)		(acres)		(acres)
T. 2 N., R. 4 W., B. M.—Con.		T. 2 N., R. 4 W., B. M.—Con.		T. 2 N., R. 4 W., B. M.—Con.	
Sec. 18—		Sec. 3—Continued.		Sec. 8—Continued.	
Farm Unit "A"-----	46	NE $\frac{1}{4}$ SW $\frac{1}{4}$ -----	39	NW $\frac{1}{4}$ SE $\frac{1}{4}$ -----	30
Farm Unit "B"-----	67	NW $\frac{1}{4}$ SW $\frac{1}{4}$ -----	38	SE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	34
Farm Unit "C"-----	65	SW $\frac{1}{4}$ SW $\frac{1}{4}$ -----	38		
Sec. 19—Farm Unit "A"-----	17	SE $\frac{1}{4}$ SW $\frac{1}{4}$ -----	39		
T. 2 N., R. 5 W., B. M.:		Lot 5-----	22		
Sec. 5—Farm Unit "B"-----	71	NW $\frac{1}{4}$ SE $\frac{1}{4}$ -----	36		
Sec. 8—		SW $\frac{1}{4}$ SE $\frac{1}{4}$ -----	38		
Farm Unit "A"-----	80	SE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	35		
Farm Unit "B"-----	72	Sec. 4—			
Farm Unit "D"-----	67	Lot 1-----	32		
T. 3 N., R. 5 W., B. M.:		Lot 2-----	35		
Sec. 5—		SW $\frac{1}{4}$ NE $\frac{1}{4}$ -----	38		
Farm Unit "A"-----	64	SE $\frac{1}{4}$ NE $\frac{1}{4}$ -----	32		
Farm Unit "B"-----	89	Lot 3-----	38		
Sec. 6—		Lot 4-----	38		
Farm Unit "A"-----	69	SW $\frac{1}{4}$ NW $\frac{1}{4}$ -----	38		
Farm Unit "C"-----	73	SE $\frac{1}{4}$ NW $\frac{1}{4}$ -----	39		
Farm Unit "D"-----	69	NE $\frac{1}{4}$ SW $\frac{1}{4}$ -----	39		
Farm Unit "E"-----	82	NW $\frac{1}{4}$ SW $\frac{1}{4}$ -----	37		
Sec. 7—Farm Unit "B"-----	52	SW $\frac{1}{4}$ SW $\frac{1}{4}$ -----	37		
Sec. 19—Farm Unit "A"-----	90	SE $\frac{1}{4}$ SW $\frac{1}{4}$ -----	31		
Sec. 29—		NE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	36		
Farm Unit "A"-----	75	NW $\frac{1}{4}$ SE $\frac{1}{4}$ -----	37		
Farm Unit "B"-----	78	SW $\frac{1}{4}$ SE $\frac{1}{4}$ -----	37		
Farm Unit "C"-----	75	SE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	38		
Farm Unit "D"-----	59	Sec. 5—			
Sec. 30—		Lot 1-----	38		
Farm Unit "A"-----	53	Lot 2-----	35		
Farm Unit "D"-----	48	SW $\frac{1}{4}$ NE $\frac{1}{4}$ -----	34		
Farm Unit "C"-----	68	SE $\frac{1}{4}$ NE $\frac{1}{4}$ -----	36		
Sec. 31—		Lot 3-----	37		
Farm Unit "A"-----	80	Lot 4-----	30		
Farm Unit "C"-----	80	SW $\frac{1}{4}$ NW $\frac{1}{4}$ -----	35		
T. 4 N., R. 5 W., B. M.:		SE $\frac{1}{4}$ NW $\frac{1}{4}$ -----	27		
Sec. 19—Farm Unit "A"-----	46	NE $\frac{1}{4}$ SW $\frac{1}{4}$ -----	38		
Sec. 31—		NW $\frac{1}{4}$ SW $\frac{1}{4}$ -----	30		
Farm Unit "D"-----	84	SW $\frac{1}{4}$ SW $\frac{1}{4}$ -----	33		
Farm Unit "C"-----	98	SE $\frac{1}{4}$ SW $\frac{1}{4}$ -----	38		
T. 3 N., R. 6 W., B. M.:		NE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	38		
Sec. 1—		NW $\frac{1}{4}$ SE $\frac{1}{4}$ -----	39		
Farm Unit "A"-----	149	SW $\frac{1}{4}$ SE $\frac{1}{4}$ -----	39		
Farm Unit "B"-----	77	SE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	38		
Farm Unit "C"-----	75	Sec. 6—			
Sec. 2—		Lot 1-----	27		
Farm Unit "A"-----	106	Lot 2-----	32		
Farm Unit "B"-----	96	SW $\frac{1}{4}$ NE $\frac{1}{4}$ -----	39		
Farm Unit "C"-----	101	SE $\frac{1}{4}$ NE $\frac{1}{4}$ -----	38		
Farm Unit "D"-----	105	Lot 3-----	36		
Sec. 11—		Lot 4-----	37		
Farm Unit "A"-----	68	Lot 5-----	30		
Farm Unit "B"-----	59	SE $\frac{1}{4}$ NW $\frac{1}{4}$ -----	35		
Farm Unit "C"-----	81	NE $\frac{1}{4}$ SW $\frac{1}{4}$ -----	35		
Farm Unit "D"-----	98	NW $\frac{1}{4}$ SW $\frac{1}{4}$ -----	30		
Sec. 12—		SW $\frac{1}{4}$ SW $\frac{1}{4}$ -----	33		
Farm Unit "A"-----	106	SE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	38		
Farm Unit "B"-----	50	Sec. 6—			
Sec. 14—Farm Unit "A"-----	142	Lot 1-----	27		
Sec. 23—		Lot 2-----	32		
Farm Unit "A"-----	137	SW $\frac{1}{4}$ NE $\frac{1}{4}$ -----	39		
Farm Unit "C"-----	47	SE $\frac{1}{4}$ NE $\frac{1}{4}$ -----	38		
Sec. 25—		Lot 3-----	36		
Farm Unit "A"-----	40	Lot 4-----	34		
Farm Unit "B"-----	102	Lot 5-----	29		
Farm Unit "E"-----	35	SE $\frac{1}{4}$ NW $\frac{1}{4}$ -----	36		
Sec. 26—Farm Unit "A"-----	26	NE $\frac{1}{4}$ SW $\frac{1}{4}$ -----	35		
T. 4 N., R. 6 W., B. M.:		NW $\frac{1}{4}$ SW $\frac{1}{4}$ -----	34		
Sec. 23—Farm Unit "A"-----	36	SW $\frac{1}{4}$ SE $\frac{1}{4}$ -----	39		
Sec. 25—Farm Unit "A"-----	41	SE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	38		
Sec. 26—		Sec. 7—			
Farm Unit "C"-----	52	NE $\frac{1}{4}$ NE $\frac{1}{4}$ -----	38		
Farm Unit "D"-----	49	NW $\frac{1}{4}$ NE $\frac{1}{4}$ -----	39		
Farm Unit "E"-----	37	SW $\frac{1}{4}$ NE $\frac{1}{4}$ -----	37		
Sec. 35—		SE $\frac{1}{4}$ NE $\frac{1}{4}$ -----	38		
Farm Unit "A"-----	72	Lot 5-----	37		
Farm Unit "B"-----	71	Lot 6-----	38		
Farm Unit "C"-----	88	NE $\frac{1}{4}$ NW $\frac{1}{4}$ -----	38		
Farm Unit "D"-----	54	SE $\frac{1}{4}$ NW $\frac{1}{4}$ -----	37		
Farm Unit "E"-----	63	NE $\frac{1}{4}$ SW $\frac{1}{4}$ -----	37		
Farm Unit "F"-----	106	NW $\frac{1}{4}$ SW $\frac{1}{4}$ -----	37		
T. 2 N., R. 4 W., B. M.:	(Private land)	SW $\frac{1}{4}$ NE $\frac{1}{4}$ -----	37		
Sec. 2—Lot 1-----	3	SE $\frac{1}{4}$ NE $\frac{1}{4}$ -----	37		
Sec. 3—		Lot 1-----	37		
Lot 3-----	17	SW $\frac{1}{4}$ NE $\frac{1}{4}$ -----	37		
Lot 4-----	28	SE $\frac{1}{4}$ NE $\frac{1}{4}$ -----	37		
Lot 2-----	31	Lot 2-----	35		
Lot 1-----	27	SW $\frac{1}{4}$ NW $\frac{1}{4}$ -----	35		
SW $\frac{1}{4}$ NW $\frac{1}{4}$ -----	29	SE $\frac{1}{4}$ NW $\frac{1}{4}$ -----	35		
SE $\frac{1}{4}$ NW $\frac{1}{4}$ -----	36	NE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	38		
		NW $\frac{1}{4}$ SE $\frac{1}{4}$ -----	38		
		SW $\frac{1}{4}$ SE $\frac{1}{4}$ -----	38		
		SE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	38		
		Sec. 8—			
		NE $\frac{1}{4}$ NE $\frac{1}{4}$ -----	38		
		NW $\frac{1}{4}$ NE $\frac{1}{4}$ -----	39		
		SW $\frac{1}{4}$ NE $\frac{1}{4}$ -----	39		
		SE $\frac{1}{4}$ NE $\frac{1}{4}$ -----	38		
		NE $\frac{1}{4}$ NW $\frac{1}{4}$ -----	37		
		SE $\frac{1}{4}$ NW $\frac{1}{4}$ -----	37		
		NE $\frac{1}{4}$ SW $\frac{1}{4}$ -----	38		
		NW $\frac{1}{4}$ SW $\frac{1}{4}$ -----	38		
		SW $\frac{1}{4}$ SE $\frac{1}{4}$ -----	38		
		SE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	38		
		Sec. 9—			
		NE $\frac{1}{4}$ NE $\frac{1}{4}$ -----	35		
		NW $\frac{1}{4}$ NE $\frac{1}{4}$ -----	37		
		SW $\frac{1}{4}$ NE $\frac{1}{4}$ -----	39		
		SE $\frac{1}{4}$ NE $\frac{1}{4}$ -----	28		
		NE $\frac{1}{4}$ NW $\frac{1}{4}$ -----	37		
		SE $\frac{1}{4}$ NW $\frac{1}{4}$ -----	39		
		NW $\frac{1}{4}$ NW $\frac{1}{4}$ -----	38		
		SW $\frac{1}{4}$ NW $\frac{1}{4}$ -----	39		
		SE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	35		
		Sec. 10—			
		NE $\frac{1}{4}$ NE $\frac{1}{4}$ -----	37		
		NW $\frac{1}{4}$ NE $\frac{1}{4}$ -----	37		
		SW $\frac{1}{4}$ NE $\frac{1}{4}$ -----	18		
		SE $\frac{1}{4}$ NE $\frac{1}{4}$ -----	29		
		NE $\frac{1}{4}$ NW $\frac{1}{4}$ -----	29		
		SE $\frac{1}{4}$ NW $\frac{1}{4}$ -----	35		
		NW $\frac{1}{4}$ NW $\frac{1}{4}$ -----	34		
		SW $\frac{1}{4}$ NW $\frac{1}{4}$ -----	34		
		SE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	12		
		Sec. 11—			
		NW $\frac{1}{4}$ NW $\frac{1}{4}$ -----	20		
		SW $\frac{1}{4}$ NW $\frac{1}{4}$ -----	18		
		SE $\frac{1}{4}$ NE $\frac{1}{4}$ -----	16		
		Lot 2-----	24		
		Lot 3-----	23		
		NW $\frac{1}{4}$ SW $\frac{1}{4}$ -----	23		
		SW $\frac{1}{4}$ NW $\frac{1}{4}$ -----	22		
		SE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	21		
		Sec. 15—NE $\frac{1}{4}$ NE $\frac{1}{4}$ -----	5		
		Sec. 16—			
		NE $\frac{1}{4}$ NE $\frac{1}{4}$ -----	33		
		NW $\frac{1}{4}$ NE $\frac{1}{4}$ -----	28		
		SW $\frac{1}{4}$ NE $\frac{1}{4}$ -----	18		
		SE $\frac{1}{4}$ NE $\frac{1}{4}$ -----	15		
		NE $\frac{1}{4}$ NW $\frac{1}{4}$ -----	25		
		SE $\frac{1}{4}$ NW $\frac{1}{4}$ -----	37		
		NW $\frac{1}{4}$ NW $\frac{1}{4}$ -----	37		
		SW $\frac{1}{4}$ NW $\frac{1}{4}$ -----	13		
		Sec. 18—			
		NE $\frac{1}{4}$ NE $\frac{1}{4}$ -----	32		
		NW $\frac{1}{4}$ NE $\frac{1}{4}$ -----	28		
		SW $\frac{1}{4}$ NE $\frac{1}{4}$ -----	34		
		SE $\frac{1}{4}$ NE $\frac{1}{4}$ -----	38		
		NE $\frac{1}{4}$ NW $\frac{1}{4}$ -----	38		
		SE $\frac{1}{4}$ NW $\frac{1}{4}$ -----	37		
		NW $\frac{1}{4}$ SW $\frac{1}{4}$ -----	30		
		SW $\frac{1}{4}$ SE $\frac{1}{4}$ -----	49		
		SE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	40		
		Lot 9-----	25		
		Sec. 19—			
		NE $\frac{1}{4}$ NE $\frac{1}{4}$ -----	35		
		NW $\frac{1}{4}$ NE $\frac{1}{4}$ -----	37		
		SW $\frac{1}{4}$ NE $\frac{1}{4}$ -----	37		
		SE $\frac{1}{4}$ NE $\frac{1}{4}$ -----	37		
		NE $\frac{1}{4}$ NW $\frac{1}{4}$ -----	39		
		SE $\frac{1}{4}$ NW $\frac{1}{4}$ -----	37		
		NW $\frac{1}{4}$ SW $\frac{1}{4}$ -----	6		
		SW $\frac{1}{4}$ SE $\frac{1}{4}$ -----	30		
		SE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	37		
		NE $\frac{1}{4}$ SW $\frac{1}{4}$ -----	21		
		SW $\frac{1}{4}$ NE $\frac{1}{4}$ -----	5		
		SE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	38		
		NE $\frac{1}{4}$ NW $\frac{1}{4}$ -----	36		
		SE $\frac{1}{4}$ NW $\frac{1}{4}$ -----	1		
		SW $\frac{1}{4}$ SE $\frac{1}{4}$ -----	16		
		Sec. 20—			
		Lot 1-----	21		
		SW $\frac{1}{4}$ NE $\frac{1}{4}$ -----	13		
		NE $\frac{1}{4}$ NW $\frac{1}{4}$ -----	36		

Description	Irrigable area (private land)	Description	Irrigable area (private land)	Description	Irrigable area (private land)
T. 3 N., R. 4 W., B. M.—Con.	(acres)	T. 3 N., R. 4 W., B. M.—Con.	(acres)	T. 2 N., R. 5 W., B. M.—Con.	(acres)
Sec. 20—Continued.		Sec. 33—Continued.		Sec. 11—Continued.	
NW $\frac{1}{4}$ NW $\frac{1}{4}$	28	SW $\frac{1}{4}$ NE $\frac{1}{4}$	38	SW $\frac{1}{4}$ NE $\frac{1}{4}$	12
SW $\frac{1}{4}$ NW $\frac{1}{4}$	37	SE $\frac{1}{4}$ NE $\frac{1}{4}$	22	SE $\frac{1}{4}$ NE $\frac{1}{4}$	9
SE $\frac{1}{4}$ NW $\frac{1}{4}$	37	NE $\frac{1}{4}$ NW $\frac{1}{4}$	36	NE $\frac{1}{4}$ NW $\frac{1}{4}$	32
NE $\frac{1}{4}$ SW $\frac{1}{4}$	33	NW $\frac{1}{4}$ NW $\frac{1}{4}$	39	NW $\frac{1}{4}$ NW $\frac{1}{4}$	20
NW $\frac{1}{4}$ SW $\frac{1}{4}$	37	SW $\frac{1}{4}$ NW $\frac{1}{4}$	39	SW $\frac{1}{4}$ NW $\frac{1}{4}$	8
SW $\frac{1}{4}$ SW $\frac{1}{4}$	34	SE $\frac{1}{4}$ NW $\frac{1}{4}$	40	SE $\frac{1}{4}$ NW $\frac{1}{4}$	8
SE $\frac{1}{4}$ SW $\frac{1}{4}$	39	NE $\frac{1}{4}$ SW $\frac{1}{4}$	39	NE $\frac{1}{4}$ SW $\frac{1}{4}$	26
NE $\frac{1}{4}$ SE $\frac{1}{4}$	35	NW $\frac{1}{4}$ SW $\frac{1}{4}$	40	NW $\frac{1}{4}$ SW $\frac{1}{4}$	4
NW $\frac{1}{4}$ SE $\frac{1}{4}$	38	SW $\frac{1}{4}$ SW $\frac{1}{4}$	38	SW $\frac{1}{4}$ SW $\frac{1}{4}$	15
SW $\frac{1}{4}$ SE $\frac{1}{4}$	35	SE $\frac{1}{4}$ SW $\frac{1}{4}$	38	SE $\frac{1}{4}$ SW $\frac{1}{4}$	34
SE $\frac{1}{4}$ SE $\frac{1}{4}$	36	NE $\frac{1}{4}$ SE $\frac{1}{4}$	37	NE $\frac{1}{4}$ SE $\frac{1}{4}$	2
Sec. 21—		NW $\frac{1}{4}$ SE $\frac{1}{4}$	34	NW $\frac{1}{4}$ SE $\frac{1}{4}$	31
Lot 5	58	SW $\frac{1}{4}$ SE $\frac{1}{4}$	28	SW $\frac{1}{4}$ SE $\frac{1}{4}$	35
Lot 6	42	SE $\frac{1}{4}$ SE $\frac{1}{4}$	29	SE $\frac{1}{4}$ SE $\frac{1}{4}$	21
SW $\frac{1}{4}$ SW $\frac{1}{4}$	37	Sec. 34—		Sec. 12—	
Sec. 27—		Lot 8	2	NE $\frac{1}{4}$ NE $\frac{1}{4}$	39
Lot 5	45	NW $\frac{1}{4}$ NW $\frac{1}{4}$	33	NW $\frac{1}{4}$ NE $\frac{1}{4}$	29
Lot 6	28	SW $\frac{1}{4}$ NW $\frac{1}{4}$	30	SW $\frac{1}{4}$ NE $\frac{1}{4}$	35
Lot 7	6	Lot 7	4	SE $\frac{1}{4}$ NE $\frac{1}{4}$	31
Sec. 28—		Lot 6	25	NE $\frac{1}{4}$ NW $\frac{1}{4}$	30
Lot 1	10	NW $\frac{1}{4}$ SW $\frac{1}{4}$	37	NW $\frac{1}{4}$ NW $\frac{1}{4}$	12
Lot 2	36	SW $\frac{1}{4}$ SW $\frac{1}{4}$	30	SE $\frac{1}{4}$ NW $\frac{1}{4}$	19
SW $\frac{1}{4}$ NE $\frac{1}{4}$	37	Lot 5	7	NE $\frac{1}{4}$ SW $\frac{1}{4}$	1
SE $\frac{1}{4}$ NE $\frac{1}{4}$	39	Sec. 1—		SW $\frac{1}{4}$ SW $\frac{1}{4}$	10
NE $\frac{1}{4}$ NW $\frac{1}{4}$	39	Lot 1	36	SE $\frac{1}{4}$ SW $\frac{1}{4}$	2
NW $\frac{1}{4}$ NW $\frac{1}{4}$	38	Lot 2	32	NE $\frac{1}{4}$ SE $\frac{1}{4}$	36
SW $\frac{1}{4}$ NW $\frac{1}{4}$	20	SW $\frac{1}{4}$ NE $\frac{1}{4}$	36	NW $\frac{1}{4}$ SE $\frac{1}{4}$	39
SE $\frac{1}{4}$ NW $\frac{1}{4}$	20	SE $\frac{1}{4}$ NE $\frac{1}{4}$	36	SW $\frac{1}{4}$ SE $\frac{1}{4}$	25
NE $\frac{1}{4}$ SW $\frac{1}{4}$	35	Lot 3	36	SE $\frac{1}{4}$ SE $\frac{1}{4}$	20
NW $\frac{1}{4}$ SW $\frac{1}{4}$	38	Lot 4	37	Sec. 13—	
SW $\frac{1}{4}$ SW $\frac{1}{4}$	35	SW $\frac{1}{4}$ NW $\frac{1}{4}$	39	NE $\frac{1}{4}$ NE $\frac{1}{4}$	15
SE $\frac{1}{4}$ SW $\frac{1}{4}$	39	SE $\frac{1}{4}$ NW $\frac{1}{4}$	33	SE $\frac{1}{4}$ NE $\frac{1}{4}$	10
NE $\frac{1}{4}$ SE $\frac{1}{4}$	39	NE $\frac{1}{4}$ SW $\frac{1}{4}$	34	NE $\frac{1}{4}$ NW $\frac{1}{4}$	10
NW $\frac{1}{4}$ SE $\frac{1}{4}$	37	NW $\frac{1}{4}$ SW $\frac{1}{4}$	34	NW $\frac{1}{4}$ NW $\frac{1}{4}$	9
SW $\frac{1}{4}$ SE $\frac{1}{4}$	36	SW $\frac{1}{4}$ SW $\frac{1}{4}$	24	NW $\frac{1}{4}$ SW $\frac{1}{4}$	6
SE $\frac{1}{4}$ SE $\frac{1}{4}$	36	SE $\frac{1}{4}$ SW $\frac{1}{4}$	31	SW $\frac{1}{4}$ SW $\frac{1}{4}$	4
Sec. 29—		NE $\frac{1}{4}$ SE $\frac{1}{4}$	39	Sec. 14—	
NE $\frac{1}{4}$ NE $\frac{1}{4}$	38	NW $\frac{1}{4}$ SE $\frac{1}{4}$	39	NE $\frac{1}{4}$ NE $\frac{1}{4}$	32
NW $\frac{1}{4}$ NE $\frac{1}{4}$	35	SW $\frac{1}{4}$ SE $\frac{1}{4}$	36	NW $\frac{1}{4}$ NE $\frac{1}{4}$	36
SW $\frac{1}{4}$ NE $\frac{1}{4}$	34	SE $\frac{1}{4}$ SE $\frac{1}{4}$	39	SW $\frac{1}{4}$ NE $\frac{1}{4}$	36
SE $\frac{1}{4}$ NE $\frac{1}{4}$	30	Sec. 2—		SE $\frac{1}{4}$ NE $\frac{1}{4}$	36
NE $\frac{1}{4}$ NW $\frac{1}{4}$	25	Lot 1	34	NE $\frac{1}{4}$ NW $\frac{1}{4}$	21
NW $\frac{1}{4}$ NW $\frac{1}{4}$	29	Lot 2	15	SW $\frac{1}{4}$ NW $\frac{1}{4}$	24
SW $\frac{1}{4}$ NW $\frac{1}{4}$	32	SW $\frac{1}{4}$ NE $\frac{1}{4}$	5	SW $\frac{1}{4}$ NW $\frac{1}{4}$	32
SE $\frac{1}{4}$ NW $\frac{1}{4}$	38	SE $\frac{1}{4}$ NE $\frac{1}{4}$	32	SE $\frac{1}{4}$ SW $\frac{1}{4}$	7
NE $\frac{1}{4}$ SW $\frac{1}{4}$	40	Lot 3	18	NW $\frac{1}{4}$ SW $\frac{1}{4}$	23
NW $\frac{1}{4}$ SW $\frac{1}{4}$	19	Lot 4	30	SW $\frac{1}{4}$ SW $\frac{1}{4}$	36
SE $\frac{1}{4}$ SW $\frac{1}{4}$	21	SW $\frac{1}{4}$ NW $\frac{1}{4}$	36	SE $\frac{1}{4}$ SW $\frac{1}{4}$	36
NE $\frac{1}{4}$ SE $\frac{1}{4}$	17	SE $\frac{1}{4}$ NW $\frac{1}{4}$	9	NE $\frac{1}{4}$ SE $\frac{1}{4}$	38
NW $\frac{1}{4}$ SE $\frac{1}{4}$	31	NE $\frac{1}{4}$ SW $\frac{1}{4}$	35	NW $\frac{1}{4}$ SE $\frac{1}{4}$	29
SW $\frac{1}{4}$ SE $\frac{1}{4}$	38	NW $\frac{1}{4}$ SW $\frac{1}{4}$	36	SW $\frac{1}{4}$ SE $\frac{1}{4}$	30
SE $\frac{1}{4}$ SE $\frac{1}{4}$	17	SW $\frac{1}{4}$ SW $\frac{1}{4}$	38	SE $\frac{1}{4}$ SE $\frac{1}{4}$	29
Sec. 31—		SE $\frac{1}{4}$ SW $\frac{1}{4}$	38	Sec. 15—	
NW $\frac{1}{4}$ NE $\frac{1}{4}$	15	NE $\frac{1}{4}$ SE $\frac{1}{4}$	18	NE $\frac{1}{4}$ NE $\frac{1}{4}$	10
SW $\frac{1}{4}$ NE $\frac{1}{4}$	26	NW $\frac{1}{4}$ SE $\frac{1}{4}$	23	SE $\frac{1}{4}$ NE $\frac{1}{4}$	12
SE $\frac{1}{4}$ NE $\frac{1}{4}$	14	SW $\frac{1}{4}$ SE $\frac{1}{4}$	34	NE $\frac{1}{4}$ SE $\frac{1}{4}$	18
NE $\frac{1}{4}$ NW $\frac{1}{4}$	37	SE $\frac{1}{4}$ SE $\frac{1}{4}$	18	NW $\frac{1}{4}$ SE $\frac{1}{4}$	16
Lot 1	33	Sec. 3—		SW $\frac{1}{4}$ SE $\frac{1}{4}$	15
Lot 2	33	Lot 1	29	Sec. 16—	
SE $\frac{1}{4}$ NW $\frac{1}{4}$	39	Lot 2	37	SW $\frac{1}{4}$ SE $\frac{1}{4}$	10
NE $\frac{1}{4}$ SW $\frac{1}{4}$	39	SW $\frac{1}{4}$ NE $\frac{1}{4}$	9	Sec. 22—	
Lot 3	30	SE $\frac{1}{4}$ NE $\frac{1}{4}$	21	NE $\frac{1}{4}$ SE $\frac{1}{4}$	7
Lot 4	25	NE $\frac{1}{4}$ SE $\frac{1}{4}$	11	SE $\frac{1}{4}$ SE $\frac{1}{4}$	2
SE $\frac{1}{4}$ SW $\frac{1}{4}$	26	NW $\frac{1}{4}$ SE $\frac{1}{4}$	19	Sec. 23—	
NE $\frac{1}{4}$ SE $\frac{1}{4}$	38	SW $\frac{1}{4}$ SE $\frac{1}{4}$	2	NE $\frac{1}{4}$ NE $\frac{1}{4}$	14
NW $\frac{1}{4}$ SE $\frac{1}{4}$	36	SE $\frac{1}{4}$ SE $\frac{1}{4}$	17	NW $\frac{1}{4}$ NE $\frac{1}{4}$	24
SW $\frac{1}{4}$ SE $\frac{1}{4}$	34	Lot 3	21	SE $\frac{1}{4}$ NE $\frac{1}{4}$	2
SE $\frac{1}{4}$ SE $\frac{1}{4}$	34	Lot 4	12	NE $\frac{1}{4}$ NW $\frac{1}{4}$	22
Sec. 32—		SW $\frac{1}{4}$ NW $\frac{1}{4}$	24	NW $\frac{1}{4}$ NW $\frac{1}{4}$	38
NE $\frac{1}{4}$ NE $\frac{1}{4}$	34	SE $\frac{1}{4}$ NW $\frac{1}{4}$	15	SW $\frac{1}{4}$ NW $\frac{1}{4}$	19
NW $\frac{1}{4}$ NE $\frac{1}{4}$	36	NW $\frac{1}{4}$ SW $\frac{1}{4}$	13	SE $\frac{1}{4}$ NW $\frac{1}{4}$	1
SW $\frac{1}{4}$ NE $\frac{1}{4}$	34	Sec. 5—		T. 3 N., R. 5 W., B. M.:	
SE $\frac{1}{4}$ NE $\frac{1}{4}$	39	SW $\frac{1}{4}$ NE $\frac{1}{4}$	4	Sec. 4—	
NE $\frac{1}{4}$ NW $\frac{1}{4}$	16	SE $\frac{1}{4}$ NE $\frac{1}{4}$	20	Lot 3	18
NW $\frac{1}{4}$ NW $\frac{1}{4}$	6	NE $\frac{1}{4}$ NW $\frac{1}{4}$	20	SW $\frac{1}{4}$ NW $\frac{1}{4}$	14
SW $\frac{1}{4}$ NW $\frac{1}{4}$	36	SW $\frac{1}{4}$ NW $\frac{1}{4}$	20	NW $\frac{1}{4}$ SW $\frac{1}{4}$	22
SE $\frac{1}{4}$ NW $\frac{1}{4}$	37	SE $\frac{1}{4}$ NW $\frac{1}{4}$	12	SW $\frac{1}{4}$ SW $\frac{1}{4}$	34
NE $\frac{1}{4}$ SW $\frac{1}{4}$	34	NE $\frac{1}{4}$ SW $\frac{1}{4}$	13	SE $\frac{1}{4}$ SW $\frac{1}{4}$	7
NW $\frac{1}{4}$ SW $\frac{1}{4}$	36	Sec. 9—		Sec. 5—	
SW $\frac{1}{4}$ SW $\frac{1}{4}$	34	NE $\frac{1}{4}$ NW $\frac{1}{4}$	30	Lot 1	5
SE $\frac{1}{4}$ SE $\frac{1}{4}$	35	SW $\frac{1}{4}$ NW $\frac{1}{4}$	30	Lot 2	32
NE $\frac{1}{4}$ SE $\frac{1}{4}$	40	SE $\frac{1}{4}$ NW $\frac{1}{4}$	30	SW $\frac{1}{4}$ NE $\frac{1}{4}$	14
NW $\frac{1}{4}$ SE $\frac{1}{4}$	39	NE $\frac{1}{4}$ SW $\frac{1}{4}$	8	SE $\frac{1}{4}$ NE $\frac{1}{4}$	30
SW $\frac{1}{4}$ SE $\frac{1}{4}$	36	NW $\frac{1}{4}$ SW $\frac{1}{4}$	28	Lot 3	19
SE $\frac{1}{4}$ SE $\frac{1}{4}$	38	Sec. 10—NE $\frac{1}{4}$ NE $\frac{1}{4}$	30	Lot 4	26
Sec. 33—		Sec. 11—		NE $\frac{1}{4}$ SW $\frac{1}{4}$	30
NE $\frac{1}{4}$ NE $\frac{1}{4}$	29	NE $\frac{1}{4}$ NE $\frac{1}{4}$	2	NW $\frac{1}{4}$ SW $\frac{1}{4}$	37
NW $\frac{1}{4}$ NE $\frac{1}{4}$	34	NW $\frac{1}{4}$ NE $\frac{1}{4}$	35		

Description		Irrigable area (private land)		Description		Irrigable area (private land)		Description		Irrigable area (private land)		
T. 3 N., R. 5 W., B. M.—Con.	Sec. 5—Continued.	acres	T. 3 N., R. 5 W., B. M.—Con.	Sec. 16—Continued	acres	T. 3 N., R. 5 W., B. M.—Con.	Sec. 22—Continued.	acres	T. 3 N., R. 5 W., B. M.—Con.	Sec. 22—Continued.	acres	
NE 1/4 SE 1/4	28	NW 1/4 SW 1/4	32	SW 1/4 NE 1/4	32	SW 1/4 NE 1/4	4	SW 1/4 NE 1/4	4	SW 1/4 NE 1/4	4	
NW 1/4 SE 1/4	28	SW 1/4 SW 1/4	32	SE 1/4 SW 1/4	36	SE 1/4 NE 1/4	10	SE 1/4 NE 1/4	10	NE 1/4 NW 1/4	24	
SW 1/4 SE 1/4	7	NE 1/4 SE 1/4	34	NW 1/4 NW 1/4	34	NW 1/4 NW 1/4	24	NW 1/4 NW 1/4	37	SW 1/4 NW 1/4	30	
SE 1/4 SE 1/4	25	NW 1/4 SE 1/4	37	SE 1/4 SE 1/4	32	SE 1/4 NW 1/4	24	NE 1/4 SW 1/4	38	NE 1/4 SW 1/4	38	
Sec. 6—			Sec. 17—	NE 1/4 NE 1/4	32	NE 1/4 NE 1/4	32	NW 1/4 SW 1/4	38	SW 1/4 SW 1/4	38	
Lot 2	27	NW 1/4 NE 1/4	29	SW 1/4 NE 1/4	29	SE 1/4 SW 1/4	32	SE 1/4 SW 1/4	32	SE 1/4 SW 1/4	32	
SW 1/4 NE 1/4	37	SW 1/4 NE 1/4	39	SW 1/4 NE 1/4	39	NE 1/4 SE 1/4	8	NE 1/4 SE 1/4	8	NW 1/4 SE 1/4	6	
Lot 3	37	SE 1/4 NE 1/4	35	SE 1/4 NE 1/4	35	SE 1/4 SE 1/4	36	SE 1/4 SE 1/4	36	SE 1/4 SE 1/4	36	
Lot 4	33	NE 1/4 NW 1/4	30	NE 1/4 NW 1/4	30	NW 1/4 NW 1/4	30	Sec. 23—				
Lot 5	33	SW 1/4 NW 1/4	29	SW 1/4 NW 1/4	31	SE 1/4 NW 1/4	39	NE 1/4 NE 1/4	29	NW 1/4 NE 1/4	21	
SE 1/4 NW 1/4	38	NE 1/4 SW 1/4	38	NE 1/4 SW 1/4	38	NW 1/4 NE 1/4	39	SW 1/4 NE 1/4	39	SW 1/4 NE 1/4	39	
Sec. 7—		SW 1/4 SW 1/4	25	NW 1/4 SW 1/4	39	SE 1/4 NE 1/4	32	SE 1/4 NE 1/4	32	NE 1/4 NW 1/4	19	
NE 1/4 NE 1/4	26	SE 1/4 SW 1/4	34	SW 1/4 SW 1/4	34	NE 1/4 NW 1/4	32	NW 1/4 NW 1/4	13	NW 1/4 NW 1/4	13	
NW 1/4 NE 1/4	30	NE 1/4 SW 1/4	38	SE 1/4 SW 1/4	38	SW 1/4 NW 1/4	13	SW 1/4 NW 1/4	13	SE 1/4 NW 1/4	31	
SW 1/4 NE 1/4	29	NW 1/4 SE 1/4	32	NE 1/4 SE 1/4	32	NE 1/4 SW 1/4	24	NE 1/4 SW 1/4	24	NW 1/4 SW 1/4	16	
SE 1/4 NE 1/4	19	SW 1/4 SE 1/4	25	SW 1/4 SE 1/4	34	NW 1/4 SW 1/4	19	SW 1/4 SW 1/4	19	SW 1/4 SW 1/4	19	
Lot 4	15	SE 1/4 SW 1/4	25	SE 1/4 SW 1/4	38	SE 1/4 SW 1/4	35	SE 1/4 SW 1/4	35	NE 1/4 SE 1/4	37	
SE 1/4 SW 1/4	25	NE 1/4 SE 1/4	32	NE 1/4 SE 1/4	32	NW 1/4 SE 1/4	37	NW 1/4 SE 1/4	37	NW 1/4 SE 1/4	37	
NE 1/4 SE 1/4	25	NW 1/4 SE 1/4	39	NW 1/4 SE 1/4	39	SW 1/4 SE 1/4	33	SW 1/4 SE 1/4	33	SE 1/4 SE 1/4	28	
NW 1/4 SE 1/4	3	SW 1/4 SE 1/4	25	SW 1/4 SE 1/4	39	Sec. 24—						
SW 1/4 SE 1/4	36	SE 1/4 SE 1/4	38	SE 1/4 SE 1/4	38	NE 1/4 NE 1/4	3	NW 1/4 NE 1/4	3	NW 1/4 NE 1/4	3	
Sec. 8—		Sec. 18—	NE 1/4 NE 1/4	38	SW 1/4 NE 1/4	38	SW 1/4 NE 1/4	1	SW 1/4 NE 1/4	1	SW 1/4 NE 1/4	1
NE 1/4 NE 1/4	28	NW 1/4 NE 1/4	38	NE 1/4 NE 1/4	38	NE 1/4 NW 1/4	8	NE 1/4 NW 1/4	8	NW 1/4 NW 1/4	16	
NW 1/4 NE 1/4	14	SW 1/4 NE 1/4	34	SW 1/4 NE 1/4	34	SW 1/4 NW 1/4	20	SW 1/4 NW 1/4	27	SE 1/4 NW 1/4	13	
SW 1/4 NE 1/4	23	NE 1/4 NE 1/4	32	SE 1/4 NE 1/4	32	NE 1/4 SE 1/4	1	NE 1/4 SE 1/4	1	NE 1/4 SE 1/4	1	
SE 1/4 NE 1/4	32	NW 1/4 NE 1/4	30	NW 1/4 NE 1/4	30	NW 1/4 SE 1/4	24	NW 1/4 SE 1/4	24	NW 1/4 SE 1/4	24	
SW 1/4 NW 1/4	10	SW 1/4 NE 1/4	34	SW 1/4 NE 1/4	34	SW 1/4 SE 1/4	23	SW 1/4 SE 1/4	23	SW 1/4 SE 1/4	23	
NE 1/4 SW 1/4	19	NE 1/4 SW 1/4	32	NE 1/4 SW 1/4	32	SE 1/4 SE 1/4	17	SE 1/4 SE 1/4	17	SE 1/4 SE 1/4	17	
NW 1/4 SW 1/4	22	NW 1/4 SW 1/4	36	NW 1/4 SW 1/4	36	Sec. 19—						
SW 1/4 SW 1/4	27	SE 1/4 SW 1/4	23	SE 1/4 SW 1/4	33	NE 1/4 NE 1/4	33	NE 1/4 NE 1/4	33	NE 1/4 NE 1/4	33	
SE 1/4 SW 1/4	23	NE 1/4 SE 1/4	40	NW 1/4 SE 1/4	28	NW 1/4 NE 1/4	28	NW 1/4 NE 1/4	28	NW 1/4 NE 1/4	28	
NE 1/4 SE 1/4	40	SW 1/4 SE 1/4	24	SW 1/4 SE 1/4	33	SE 1/4 NE 1/4	33	SE 1/4 NE 1/4	33	SE 1/4 NE 1/4	33	
NW 1/4 SE 1/4	35	NE 1/4 SE 1/4	35	NE 1/4 SE 1/4	36	NE 1/4 SE 1/4	36	NE 1/4 SE 1/4	36	NE 1/4 SE 1/4	36	
SW 1/4 SE 1/4	38	SW 1/4 SE 1/4	38	SW 1/4 SE 1/4	37	Sec. 20—						
SE 1/4 SE 1/4	38	SE 1/4 SW 1/4	35	SE 1/4 SW 1/4	34	NE 1/4 NE 1/4	38	NE 1/4 NE 1/4	38	NE 1/4 NE 1/4	38	
NE 1/4 SE 1/4	38	NE 1/4 SE 1/4	36	NE 1/4 SE 1/4	38	NW 1/4 NE 1/4	39	NW 1/4 NE 1/4	39	NW 1/4 NE 1/4	39	
NW 1/4 SE 1/4	39	NW 1/4 SE 1/4	39	NW 1/4 SE 1/4	39	SW 1/4 NW 1/4	38	SW 1/4 NW 1/4	38	SW 1/4 NW 1/4	38	
SW 1/4 SE 1/4	36	SW 1/4 SE 1/4	36	SW 1/4 SE 1/4	37	SE 1/4 NW 1/4	40	SE 1/4 NW 1/4	40	SE 1/4 NW 1/4	40	
SE 1/4 SE 1/4	36	SE 1/4 SE 1/4	36	SE 1/4 SE 1/4	40	NE 1/4 SW 1/4	40	NE 1/4 SW 1/4	40	NE 1/4 SW 1/4	40	
Sec. 10—		Sec. 21—	NE 1/4 NE 1/4	37	NW 1/4 SE 1/4	27	NW 1/4 SE 1/4	39	NW 1/4 SE 1/4	39	NW 1/4 SE 1/4	39
SW 1/4 NW 1/4	12	SW 1/4 NE 1/4	26	SW 1/4 NE 1/4	39	SE 1/4 SE 1/4	39	SE 1/4 SE 1/4	39	SE 1/4 SE 1/4	39	
SE 1/4 NW 1/4	26	NE 1/4 SW 1/4	30	NE 1/4 SW 1/4	39	NE 1/4 SE 1/4	37	NE 1/4 SE 1/4	37	NE 1/4 SE 1/4	37	
NE 1/4 SW 1/4	30	NW 1/4 SW 1/4	32	NW 1/4 SW 1/4	38	NW 1/4 SW 1/4	38	SW 1/4 SE 1/4	32	SW 1/4 SE 1/4	32	
NW 1/4 SW 1/4	32	SW 1/4 SW 1/4	29	SW 1/4 SW 1/4	38	SE 1/4 NW 1/4	38	SE 1/4 NW 1/4	38	SE 1/4 NW 1/4	38	
SW 1/4 SW 1/4	29	SE 1/4 SW 1/4	39	SE 1/4 SW 1/4	40	NE 1/4 NW 1/4	37	NE 1/4 NW 1/4	37	NE 1/4 NW 1/4	37	
SE 1/4 SW 1/4	39	NE 1/4 SE 1/4	18	NE 1/4 SE 1/4	39	NW 1/4 NW 1/4	39	NW 1/4 NW 1/4	39	NW 1/4 NW 1/4	39	
NW 1/4 SE 1/4	18	SW 1/4 SE 1/4	16	SW 1/4 SE 1/4	37	SW 1/4 NW 1/4	37	SW 1/4 NW 1/4	37	SW 1/4 NW 1/4	37	
Lot 3	16	Lot 3		SE 1/4 SE 1/4	37	NE 1/4 NW 1/4	37	NE 1/4 NW 1/4	37	NE 1/4 NW 1/4	37	
Sec. 13—		Sec. 22—	NE 1/4 NE 1/4	32	SW 1/4 SW 1/4	32	SW 1/4 SW 1/4	32	SW 1/4 SW 1/4	32	SW 1/4 SW 1/4	32
SW 1/4 SW 1/4	32	SE 1/4 SW 1/4	33	SE 1/4 SW 1/4	33	SE 1/4 SW 1/4	33	SE 1/4 SW 1/4	33	SE 1/4 SW 1/4	33	
SE 1/4 SW 1/4	33	NE 1/4 SE 1/4	32	NE 1/4 SE 1/4	32	NE 1/4 SE 1/4	32	NE 1/4 SE 1/4	32	NE 1/4 SE 1/4	32	
Sec. 14—		Sec. 23—	NE 1/4 NE 1/4	21	SW 1/4 SE 1/4	18	SW 1/4 SE 1/4	27	SW 1/4 SE 1/4	27	SW 1/4 SE 1/4	27
SE 1/4 SW 1/4	21	SE 1/4 SE 1/4	30	SE 1/4 SE 1/4	39	SE 1/4 SE 1/4	39	SE 1/4 SE 1/4	39	SE 1/4 SE 1/4	39	
NW 1/4 SE 1/4	18	NW 1/4 SE 1/4	30	NW 1/4 SE 1/4	27	NE 1/4 SW 1/4	40	NE 1/4 SW 1/4	40	NE 1/4 SW 1/4	40	
SW 1/4 SE 1/4	30	SW 1/4 SE 1/4	26	SW 1/4 SE 1/4	39	NW 1/4 SW 1/4	33	NW 1/4 SW 1/4	33	NW 1/4 SW 1/4	33	
SE 1/4 SE 1/4	26	SE 1/4 SE 1/4	37	SE 1/4 SE 1/4	37	SW 1/4 SW 1/4	32	SW 1/4 SW 1/4	32	SW 1/4 SW 1/4	32	
Sec. 15—		Sec. 24—	NE 1/4 NE 1/4	32	NE 1/4 NE 1/4	32	NE 1/4 NE 1/4	32	NE 1/4 NE 1/4	32	NE 1/4 NE 1/4	32
NE 1/4 NE 1/4	32	SW 1/4 NE 1/4	38	SW 1/4 NE 1/4	33	SW 1/4 NE 1/4	33	SW 1/4 NE 1/4	33	SW 1/4 NE 1/4	33	
NW 1/4 NE 1/4	38	SE 1/4 NE 1/4	39	SE 1/4 NE 1/4	30	SE 1/4 NE 1/4	30	SE 1/4 NE 1/4	30	SE 1/4 NE 1/4	30	
SW 1/4 NE 1/4	39	NE 1/4 NW 1/4	38	NE 1/4 NW 1/4	39	NE 1/4 NW 1/4	39	NE 1/4 NW 1/4	39	NE 1/4 NW 1/4	39	
SE 1/4 NE 1/4	38	NW 1/4 NW 1/4	30	NW 1/4 NW 1/4	30	NW 1/4 NW 1/4	30	NW 1/4 NW 1/4	30	NW 1/4 NW 1/4	30	
NE 1/4 NW 1/4	33	SW 1/4 NW 1/4	38	SW 1/4 NW 1/4	38	SE 1/4 SW 1/4	38	SE 1/4 SW 1/4	38	SE 1/4 SW 1/4	38	
NE 1/4 SW 1/4	34	SE 1/4 NW 1/4	39	SE 1/4 NW 1/4	39	NE 1/4 SE 1/4	37	NE 1/4 SE 1/4	37	NE 1/4 SE 1/4	37	
NW 1/4 SW 1/4	39	SW 1/4 SE 1/4	37	SW 1/4 SE 1/4	38	NW 1/4 SE 1/4	33	NW 1/4 SE 1/4	33	NW 1/4 SE 1/4	33	
SW 1/4 SW 1/4	37	SE 1/4 SE 1/4	37	SE 1/4 SE 1/4	34	SE 1/4 SE 1/4	34	SE 1/4 SE 1/4	34	SE 1/4 SE 1/4	34	
SE 1/4 SW 1/4	37	NE 1/4 NE 1/4	31	NE 1/4 NE 1/4	25	SW 1/4 NE 1/4	9	SW 1/4 NE 1/4	9	SW 1/4 NE 1/4	9	
Sec. 16—		Sec. 25—	SW 1/4 NE 1/4	35	SW 1/4 NE 1/4	33	SW 1/4 NE 1/4	33	SW 1/4 NE 1/4	33	SW 1/4 NE 1/4	33
NW 1/4 NE 1/4	35	SE 1/4 NE 1/4	33	SE 1/4 NE 1/4	33	SE 1/4 NE 1/4	33	SE 1/4 NE 1/4	33	SE 1/4 NE 1/4	33	
SE 1/4 NE 1/4	33	NE 1/4 SW 1/4	32	NE 1/4 SW 1/4	32	NE 1/4 SW 1/4	32	NE 1/4 SW 1/4	32	NE 1/4 SW 1/4	32	
NE 1/4 NW 1/4	32	SW 1/4 SE 1/4	32	SW 1/4 SE 1/4	32	SE 1/4 SE 1/4	32	SE 1/4 SE 1/4	32	SE 1/4 SE 1/4	32	
NW 1/4 NW 1/4	36	SE 1/4 SE 1/4	36	SE 1/4 SE 1/4	36	NE 1/4 NW 1/4	35	NE 1/4 NW 1/4	35	NE 1/4 NW 1/4	35	
SW 1/4 NW 1/4	38	NE 1/4 SE 1/4	37	NE 1/4 SE 1/4	37	NW 1/4 SW 1/4	37	NW 1/4 SW 1/4	37	NW 1/4 SW 1/4	37	
SE 1/4 NW 1/4	37	SW 1/4 SE 1/4	37	SW 1/4 SE 1/4	37	SE 1/4 SE 1/4	37	SE 1/4 SE 1/4	37	SE 1/4 SE 1/4	37	
NE 1/4 SW 1/4	32	NE 1/4 SE 1/4	32	NE 1/4 SE 1/4	32	SW 1/4 NE 1/4	32	SW 1/4 NE 1/4	32	SW 1/4 NE 1/4	32	
NW 1/4 NW 1/4	36	SW 1/4 SE 1/4	36	SW 1/4 SE 1/4	36	SE 1/4 SE 1/4	36	SE 1/4 SE 1/4	36	SE 1/4 SE 1/4	36	
SW 1/4 NW 1/4	38	SE 1/4 SE 1/4	37	SE 1/4 SE 1/4	37	NE 1/4 NW 1/4	37	NE 1/4 NW 1/4	37	NE 1/4 NW 1/4	37	
SE 1/4 NW 1/4	37	NE 1/4 NE 1/4	31	NE 1/4 NE 1/4	25	NW 1/4 NE 1/4	9	NW 1/4 NE 1/4	9	NW 1/4 NE 1/4	9	
NE 1/4 SW 1/4	32	SW 1/4 NE 1/4	32	SW 1/4 NE 1/4	32	SE 1/4 SE 1/4	32	SE 1/4 SE 1/4	32	SE 1/4 SE 1/4	32	
NW 1/4 NW 1/4	36	SE 1/4 SE 1/4	32	SE 1/4 SE 1/4	32	NE 1/4 NW 1/4	32	NE 1/4 NW 1/4	32	NE 1/4 NW 1/4	32	
SW 1/4 NW 1/4	38	NE 1/4 NE 1/4	31	NE 1/4 NE 1/4	25	NW 1/4 NE 1/4	9	NW 1/4 NE 1/4	9	NW 1/4 NE 1/4	9	

Description		Irrigable area (private land)		Description		Irrigable area (private land)		T. 3 N., R. 6 W., B. M.—Con.		Irrigable area (private land)	
T. 3 N., R. 5 W., B. M.—Con.		(acres)		Sec. 36—Continued.		(acres)		Sec. 13—		(acres)	
Sec. 28—				SE $\frac{1}{4}$ NE $\frac{1}{4}$		37		NE $\frac{1}{4}$ NE $\frac{1}{4}$		29	
NE $\frac{1}{4}$ NE $\frac{1}{4}$		39		NE $\frac{1}{4}$ NW $\frac{1}{4}$		38		NW $\frac{1}{4}$ NE $\frac{1}{4}$		20	
NW $\frac{1}{4}$ NE $\frac{1}{4}$		38		NW $\frac{1}{4}$ NW $\frac{1}{4}$		38		SW $\frac{1}{4}$ NE $\frac{1}{4}$		37	
SW $\frac{1}{4}$ NE $\frac{1}{4}$		36		SW $\frac{1}{4}$ NW $\frac{1}{4}$		34		SE $\frac{1}{4}$ NE $\frac{1}{4}$		33	
SE $\frac{1}{4}$ NE $\frac{1}{4}$		36		SE $\frac{1}{4}$ NW $\frac{1}{4}$		38		SW $\frac{1}{4}$ NW $\frac{1}{4}$		14	
NE $\frac{1}{4}$ NW $\frac{1}{4}$		38		NE $\frac{1}{4}$ SW $\frac{1}{4}$		28		SE $\frac{1}{4}$ NW $\frac{1}{4}$		25	
NW $\frac{1}{4}$ NW $\frac{1}{4}$		38		NW $\frac{1}{4}$ SW $\frac{1}{4}$		37		NE $\frac{1}{4}$ SW $\frac{1}{4}$		36	
SW $\frac{1}{4}$ NW $\frac{1}{4}$		36		SW $\frac{1}{4}$ SW $\frac{1}{4}$		38		NW $\frac{1}{4}$ SW $\frac{1}{4}$		28	
SE $\frac{1}{4}$ NW $\frac{1}{4}$		37		SE $\frac{1}{4}$ SW $\frac{1}{4}$		36		SE $\frac{1}{4}$ SW $\frac{1}{4}$		35	
NE $\frac{1}{4}$ SW $\frac{1}{4}$		38		NE $\frac{1}{4}$ SE $\frac{1}{4}$		33		NE $\frac{1}{4}$ SE $\frac{1}{4}$		26	
NW $\frac{1}{4}$ SW $\frac{1}{4}$		36		NW $\frac{1}{4}$ SE $\frac{1}{4}$		31		NW $\frac{1}{4}$ SE $\frac{1}{4}$		37	
NE $\frac{1}{4}$ SE $\frac{1}{4}$		35		SW $\frac{1}{4}$ SE $\frac{1}{4}$		36		SW $\frac{1}{4}$ SE $\frac{1}{4}$		36	
NW $\frac{1}{4}$ SE $\frac{1}{4}$		34		SE $\frac{1}{4}$ SE $\frac{1}{4}$		36		SE $\frac{1}{4}$ SE $\frac{1}{4}$		37	
Sec. 29—				T. 4 N., R. 5 W., B. M.:		Sec. 14—		Sec. 19—		Sec. 23—	
NE $\frac{1}{4}$ NE $\frac{1}{4}$		37		NE $\frac{1}{4}$ SW $\frac{1}{4}$		33		NE $\frac{1}{4}$ NE $\frac{1}{4}$		2	
NW $\frac{1}{4}$ NE $\frac{1}{4}$		39		Lot 9		32		SW $\frac{1}{4}$ NE $\frac{1}{4}$		24	
SW $\frac{1}{4}$ NE $\frac{1}{4}$		39		Lot 10		35		SE $\frac{1}{4}$ NE $\frac{1}{4}$		10	
SE $\frac{1}{4}$ NE $\frac{1}{4}$		38		SE $\frac{1}{4}$ SW $\frac{1}{4}$		16		Lot 2		8	
NE $\frac{1}{4}$ SE $\frac{1}{4}$		36		SW $\frac{1}{4}$ SE $\frac{1}{4}$		40		SE $\frac{1}{4}$ NW $\frac{1}{4}$		9	
NW $\frac{1}{4}$ SE $\frac{1}{4}$		37		SE $\frac{1}{4}$ SE $\frac{1}{4}$		33		NE $\frac{1}{4}$ SW $\frac{1}{4}$		16	
SW $\frac{1}{4}$ SE $\frac{1}{4}$		19		Sec. 29—		Sec. 24—		Lot 3		6	
SE $\frac{1}{4}$ SE $\frac{1}{4}$		12		Lot 8		7		NE $\frac{1}{4}$ SE $\frac{1}{4}$		23	
Sec. 30—				Lot 7		15		NW $\frac{1}{4}$ SE $\frac{1}{4}$		23	
SW $\frac{1}{4}$ NE $\frac{1}{4}$		37		Lot 6		23		Sec. 23—		Sec. 23—	
SE $\frac{1}{4}$ NE $\frac{1}{4}$		39		Lot 5		28		SW $\frac{1}{4}$ NE $\frac{1}{4}$		35	
Lot 2		1		Sec. 30—		NE $\frac{1}{4}$ NE $\frac{1}{4}$		SE $\frac{1}{4}$ NE $\frac{1}{4}$		39	
SE $\frac{1}{4}$ NW $\frac{1}{4}$		34		NE $\frac{1}{4}$ NE $\frac{1}{4}$		16		NE $\frac{1}{4}$ SE $\frac{1}{4}$		38	
NE $\frac{1}{4}$ SW $\frac{1}{4}$		39		NW $\frac{1}{4}$ NE $\frac{1}{4}$		37		NW $\frac{1}{4}$ SE $\frac{1}{4}$		35	
Lot 3		31		SW $\frac{1}{4}$ NE $\frac{1}{4}$		40		SW $\frac{1}{4}$ SE $\frac{1}{4}$		12	
NE $\frac{1}{4}$ SE $\frac{1}{4}$		37		SE $\frac{1}{4}$ NE $\frac{1}{4}$		8		SE $\frac{1}{4}$ SE $\frac{1}{4}$		32	
NW $\frac{1}{4}$ SE $\frac{1}{4}$		36		NE $\frac{1}{4}$ NW $\frac{1}{4}$		37		Sec. 24—		Sec. 24—	
Sec. 31—NE $\frac{1}{4}$ NE $\frac{1}{4}$		4		Lot 1		34		Lot 1		26	
Sec. 32—				Lot 2		32		Lot 2		36	
NW $\frac{1}{4}$ NE $\frac{1}{4}$		16		SE $\frac{1}{4}$ NW $\frac{1}{4}$		40		SW $\frac{1}{4}$ NE $\frac{1}{4}$		37	
SW $\frac{1}{4}$ NE $\frac{1}{4}$		16		NE $\frac{1}{4}$ SW $\frac{1}{4}$		26		Lot 5		26	
NE $\frac{1}{4}$ NW $\frac{1}{4}$		39		Lot 3		33		Lot 3		31	
NW $\frac{1}{4}$ NW $\frac{1}{4}$		33		Lot 4		35		Lot 4		35	
SW $\frac{1}{4}$ NW $\frac{1}{4}$		5		SE $\frac{1}{4}$ SW $\frac{1}{4}$		35		SW $\frac{1}{4}$ NW $\frac{1}{4}$		35	
SE $\frac{1}{4}$ NW $\frac{1}{4}$		20		NE $\frac{1}{4}$ SE $\frac{1}{4}$		22		SE $\frac{1}{4}$ NW $\frac{1}{4}$		36	
NE $\frac{1}{4}$ SW $\frac{1}{4}$		22		NW $\frac{1}{4}$ SE $\frac{1}{4}$		34		NE $\frac{1}{4}$ SW $\frac{1}{4}$		40	
NW $\frac{1}{4}$ SW $\frac{1}{4}$		1		SW $\frac{1}{4}$ SE $\frac{1}{4}$		32		NW $\frac{1}{4}$ SW $\frac{1}{4}$		37	
SW $\frac{1}{4}$ SW $\frac{1}{4}$		6		SE $\frac{1}{4}$ SE $\frac{1}{4}$		32		SW $\frac{1}{4}$ SW $\frac{1}{4}$		37	
NE $\frac{1}{4}$ SE $\frac{1}{4}$		31		Sec. 31—		NE $\frac{1}{4}$ SE $\frac{1}{4}$		SE $\frac{1}{4}$ SW $\frac{1}{4}$		38	
NW $\frac{1}{4}$ SE $\frac{1}{4}$		34		NE $\frac{1}{4}$ NE $\frac{1}{4}$		17		Lot 6		23	
SW $\frac{1}{4}$ SE $\frac{1}{4}$		4		NW $\frac{1}{4}$ NE $\frac{1}{4}$		34		NW $\frac{1}{4}$ SE $\frac{1}{4}$		39	
Sec. 33—				SE $\frac{1}{4}$ NE $\frac{1}{4}$		35		SW $\frac{1}{4}$ SE $\frac{1}{4}$		36	
NE $\frac{1}{4}$ NE $\frac{1}{4}$		37		SW $\frac{1}{4}$ NE $\frac{1}{4}$		35		Lot 7		19	
NW $\frac{1}{4}$ NE $\frac{1}{4}$		2		SE $\frac{1}{4}$ NE $\frac{1}{4}$		35		Sec. 25—		Sec. 25—	
SW $\frac{1}{4}$ NE $\frac{1}{4}$		21		NE $\frac{1}{4}$ NW $\frac{1}{4}$		26		Lot 3		11	
SE $\frac{1}{4}$ NE $\frac{1}{4}$		23		Lot 1		36		NW $\frac{1}{4}$ SE $\frac{1}{4}$		3	
SW $\frac{1}{4}$ SE $\frac{1}{4}$		10		SE $\frac{1}{4}$ NW $\frac{1}{4}$		35		Sec. 26—		Sec. 26—	
SE $\frac{1}{4}$ SE $\frac{1}{4}$		20		NE $\frac{1}{4}$ SW $\frac{1}{4}$		21		NE $\frac{1}{4}$ NE $\frac{1}{4}$		38	
Sec. 34—				SE $\frac{1}{4}$ SE $\frac{1}{4}$		25		NW $\frac{1}{4}$ NE $\frac{1}{4}$		4	
NE $\frac{1}{4}$ NE $\frac{1}{4}$		33		Sec. 32—		Lot 7		Sec. 36—		Sec. 36—	
NW $\frac{1}{4}$ NE $\frac{1}{4}$		37		NE $\frac{1}{4}$ SW $\frac{1}{4}$		29		Lot 1		9	
SW $\frac{1}{4}$ NE $\frac{1}{4}$		34		SW $\frac{1}{4}$ NW $\frac{1}{4}$		12		NW $\frac{1}{4}$ NE $\frac{1}{4}$		15	
SE $\frac{1}{4}$ NE $\frac{1}{4}$		34		SE $\frac{1}{4}$ NW $\frac{1}{4}$		2		SW $\frac{1}{4}$ NE $\frac{1}{4}$		8	
NE $\frac{1}{4}$ NW $\frac{1}{4}$		4		Lot 6		33		Lot 2		2	
NW $\frac{1}{4}$ NW $\frac{1}{4}$		35		NE $\frac{1}{4}$ SW $\frac{1}{4}$		16		NE $\frac{1}{4}$ NW $\frac{1}{4}$		9	
SW $\frac{1}{4}$ NW $\frac{1}{4}$		38		NW $\frac{1}{4}$ SW $\frac{1}{4}$		10		NW $\frac{1}{4}$ NW $\frac{1}{4}$		3	
SE $\frac{1}{4}$ NW $\frac{1}{4}$		2		SE $\frac{1}{4}$ SW $\frac{1}{4}$		20		SE $\frac{1}{4}$ NW $\frac{1}{4}$		5	
NE $\frac{1}{4}$ SW $\frac{1}{4}$		30		Lot 5		15		NW $\frac{1}{4}$ SE $\frac{1}{4}$		1	
NW $\frac{1}{4}$ SW $\frac{1}{4}$		7		SW $\frac{1}{4}$ SE $\frac{1}{4}$		4		T. 4 N., R. 6 W., B. M.:		T. 4 N., R. 6 W., B. M.:	
NE $\frac{1}{4}$ SE $\frac{1}{4}$		38		Sec. 1—		Lot 3		Sec. 23—		Sec. 23—	
NW $\frac{1}{4}$ SE $\frac{1}{4}$		37		Lot 4		36		Lot 1		4	
SW $\frac{1}{4}$ SE $\frac{1}{4}$		33		SW $\frac{1}{4}$ NW $\frac{1}{4}$		33		Lot 2		9	
SE $\frac{1}{4}$ SE $\frac{1}{4}$		25		SE $\frac{1}{4}$ NW $\frac{1}{4}$		38		SW $\frac{1}{4}$ NE $\frac{1}{4}$		6	
Sec. 35—				NE $\frac{1}{4}$ SE $\frac{1}{4}$		38		SE $\frac{1}{4}$ NE $\frac{1}{4}$		28	
NE $\frac{1}{4}$ NE $\frac{1}{4}$		34		NW $\frac{1}{4}$ SE $\frac{1}{4}$		38		NE $\frac{1}{4}$ NW $\frac{1}{4}$		20	
NW $\frac{1}{4}$ NE $\frac{1}{4}$		38		SW $\frac{1}{4}$ SE $\frac{1}{4}$		38		Lot 3		6	
SW $\frac{1}{4}$ NE $\frac{1}{4}$		32		SE $\frac{1}{4}$ NE $\frac{1}{4}$		39		Lot 4		11	
SE $\frac{1}{4}$ NE $\frac{1}{4}$		37		SE $\frac{1}{4}$ SE $\frac{1}{4}$		39		SE $\frac{1}{4}$ NW $\frac{1}{4}$		39	
NE $\frac{1}{4}$ NW $\frac{1}{4}$		34		Sec. 11—		SE $\frac{1}{4}$ NE $\frac{1}{4}$		NE $\frac{1}{4}$ SE $\frac{1}{4}$		24	
NW $\frac{1}{4}$ NW $\frac{1}{4}$		25		Lot 4		5		NW $\frac{1}{4}$ SE $\frac{1}{4}$		2	
SW $\frac{1}{4}$ NW $\frac{1}{4}$		34		SE $\frac{1}{4}$ SE $\frac{1}{4}$		24		Sec. 24—		Sec. 24—	
SE $\frac{1}{4}$ NW $\frac{1}{4}$		31		SW $\frac{1}{4}$ NE $\frac{1}{4}$		33		Lot 6		15	
NE $\frac{1}{4}$ SW $\frac{1}{4}$		31		SE $\frac{1}{4}$ SW $\frac{1}{4}$		38		Lot 4		34	
NW $\frac{1}{4}$ SW $\frac{1}{4}$		27		NE $\frac{1}{4}$ NW $\frac{1}{4}$		32		Lot 5		23	
SW $\frac{1}{4}$ SW $\frac{1}{4}$		27		NW $\frac{1}{4}$ NW $\frac{1}{4}$		21		NE $\frac{1}{4}$ SW $\frac{1}{4}$		36	
SE $\frac{1}{4}$ SW $\frac{1}{4}$		38		SW $\frac{1}{4}$ NW $\frac{1}{4}$		17		NW $\frac{1}{4}$ SW $\frac{1}{4}$		32	
NE $\frac{1}{4}$ SE $\frac{1}{4}$		30		SE $\frac{1}{4}$ NW $\frac{1}{4}$		13		SW $\frac{1}{4}$ SW $\frac{1}{4}$		36	
NW $\frac{1}{4}$ SE $\frac{1}{4}$		37		SW $\frac{1}{4}$ SW $\frac{1}{4}$		28		SE $\frac{1}{4}$ SW $\frac{1}{4}$		35	
SW $\frac{1}{4}$ SE $\frac{1}{4}$		3									

Description	Irrigable area (private land)	(acres)
T. 4 N., R. 6 W., B. M.—Con.		
Sec. 25—Continued.		
SW $\frac{1}{4}$ NE $\frac{1}{4}$	40	
SE $\frac{1}{4}$ NE $\frac{1}{4}$	34	
NE $\frac{1}{4}$ NW $\frac{1}{4}$	9	
NW $\frac{1}{4}$ NW $\frac{1}{4}$	18	
SE $\frac{1}{4}$ NW $\frac{1}{4}$	16	
NE $\frac{1}{4}$ SW $\frac{1}{4}$	27	
SW $\frac{1}{4}$ SW $\frac{1}{4}$	17	
SE $\frac{1}{4}$ SW $\frac{1}{4}$	23	
NE $\frac{1}{4}$ SE $\frac{1}{4}$	32	
NW $\frac{1}{4}$ SE $\frac{1}{4}$	40	
SW $\frac{1}{4}$ SE $\frac{1}{4}$	33	
SE $\frac{1}{4}$ SE $\frac{1}{4}$	39	
Sec. 26—		
SW $\frac{1}{4}$ SE $\frac{1}{4}$	35	
SE $\frac{1}{4}$ SE $\frac{1}{4}$	35	
Sec. 36—		
NE $\frac{1}{4}$ NE $\frac{1}{4}$	38	
NW $\frac{1}{4}$ NE $\frac{1}{4}$	23	
SW $\frac{1}{4}$ NE $\frac{1}{4}$	8	
SE $\frac{1}{4}$ NE $\frac{1}{4}$	17	
NE $\frac{1}{4}$ NW $\frac{1}{4}$	14	
NW $\frac{1}{4}$ NW $\frac{1}{4}$	36	
SW $\frac{1}{4}$ NW $\frac{1}{4}$	19	
SE $\frac{1}{4}$ NW $\frac{1}{4}$	21	
NE $\frac{1}{4}$ SW $\frac{1}{4}$	13	
NW $\frac{1}{4}$ SW $\frac{1}{4}$	12	
SW $\frac{1}{4}$ SW $\frac{1}{4}$	37	
SE $\frac{1}{4}$ SW $\frac{1}{4}$	24	
NE $\frac{1}{4}$ SE $\frac{1}{4}$	11	
NW $\frac{1}{4}$ SE $\frac{1}{4}$	28	
SW $\frac{1}{4}$ SE $\frac{1}{4}$	31	
SE $\frac{1}{4}$ SE $\frac{1}{4}$	24	
Total irrigable area	30,448	

Payment of construction charges on the irrigable lands to which water is announced as available will be at the rate of \$2.00 per irrigable acre per annum for the years 1946 through 1949, in lieu of the rate specified in the 1936 contract. The amount for each of these years shall be paid in two equal semiannual installments, the first to be payable on December 31 of the year for which the annual amount is due and the second on July 1 of the ensuing year.

2. Delivery of water from the project supply to the lands above described will be made only subject to the following provisions:

a. *Operation of project works by United States.* The project works built by the United States shall be retained and operated by the United States until such time as written notice is hereafter given by the Secretary of the Interior (herein called the Secretary) to the several districts which are parties to the 1936 contract (herein called subscribing districts): requiring that the Board of Control be established in accordance with the provisions of the contract of October 14, 1926 between the United States and the Gem Irrigation District, as amended, and the contracts between the United States and each of the other subscribing districts; describing the works to be transferred to that Board of Control; and fixing the date when the transfer is to be effective.

b. *Payment of operation and maintenance costs.* (1) During the period that the project works are being operated by the United States, the District's share of the cost of operation and maintenance of the works shall be paid by the District directly to the United States. The amount of the annual payments shall be fixed by the Secretary and payments shall be made as provided herein. Beginning with the calendar year 1946, the

Secretary shall furnish to the District on or before November 1 of each year, or as soon thereafter as practicable, a statement of the estimated costs of operating and maintaining the project works during the ensuing calendar year, and of the District's share thereof. As soon as practicable after issuance of this notice, the Secretary shall furnish to the District a similar statement for operation and maintenance during the calendar year 1946. For the calendar year 1946, the District shall pay its share in the following installments: fifty percent (50%) on or before May 1 of that year; twenty-five percent (25%) on or before July 1 of that year; and twenty-five percent (25%) on or before December 1 of that year. For the calendar year 1947 and each succeeding year hereunder, the District shall pay its share as follows: forty percent (40%) on or before December 1 of the preceding year; twenty-five percent (25%) on or before May 1 of the year for which payment is made; and thirty-five percent (35%) on or before July 1 of that year. Whenever, in the opinion of the Secretary, funds advanced as herein required will be inadequate to operate and maintain the project works properly to the end of the calendar year for which the advances were made, the Secretary may give a supplemental statement of operation and maintenance charges stating the additional advances required for the project works for the year in question and the District's share thereof. The District shall make such additional advances on or before the date specified in such statement.

(2) As soon as practicable after the close of each calendar year the actual costs of operation and maintenance chargeable to the project works for the year just closed shall be determined and announced by the Secretary. If the part of the actual cost for the year apportionable to the District is less than the funds advanced therefor by the District, any excess shall be credited against the next instalment of operation and maintenance charges coming due hereunder. If such cost is more than the funds advanced therefor, the difference shall be paid by the District to the United States on or before the dates specified in the notice announcing such deficit.

(3) In the case of a district operating all or a portion of the works for the distribution of water within its boundaries, adjustments of the operation and maintenance charges to be paid by it to the United States shall be made to the end that the total charge for operation and maintenance for all irrigable lands of the project will be equal, taking account both of payments to be made to the United States hereunder and of payments to be made to a District for operation and maintenance performed by it. Adjustments in charges by the United States hereunder to this end shall be made on the basis provided in article 31 of the contract of October 14, 1926 with the Gem Irrigation District, the Secretary acting thereunder in lieu of the Board of Control, and shall be so made notwithstanding the provisions of the 1936 contract.

(4) The determinations as to what costs incurred by the United States are

properly chargeable, under this provision, to the operation and maintenance of the project works shall be made by the Secretary. There shall be included the amount required to be paid to the United States under the terms of the 1936 contract for electric power and energy supplied by the United States for the operation of project pumping plants.

c. *Basis for levy of operation and maintenance charges.* Levies and charges made by the District to collect monies to meet operation and maintenance charges and the cost of power for pumping, covering both the amounts to be paid to the United States hereunder and the costs of those kinds incurred in operational activities by the District, shall be on the following basis:

There shall be a minimum charge made annually against each acre of irrigable land in the District to which water is available from the project works, which shall be required to be paid whether or not water is used. The minimum charge and the maximum amount of water to be delivered therefor for each irrigation season shall be fixed by the District in conformity with the announcement with respect thereto made by the Secretary: *Provided*, That in no event shall the amount of water to be delivered on payment of the minimum charge be fixed by the Secretary at less than four (4) acre-feet for an irrigation season. Such announcement will be made for the calendar year 1946 as soon as practicable after the notice of availability becomes effective, and for each season thereafter on or before November 1 of the preceding calendar year. Payment of the minimum charge by the water users shall be required to be made to the District in advance of the delivery of any water in the season for which the payment is made. Water in excess of the amount to be delivered for the minimum charge may be delivered to water users in any season on payment to the District of a charge, for each acre-foot or fraction thereof, of not less than twenty-five percent (25%) more than the average charge per acre-foot of water which said land is entitled to secure for the annual minimum charge. No excess water will be delivered to a farm unit unless advance payment therefor has been made by the water users to the District, or arrangements for such payment have been made that are satisfactory to the District and are in keeping with the requirements of the law.

d. *Deferment of charges for years 1940 through 1945.* Had the notice of availability of water under article 13-I of the 1936 contract been given on the initial date provided by that article, the construction charges payable by the District for each of the years 1940 through 1945 would have been seventy-six thousand, one hundred twenty dollars (\$76,120.00). Pursuant to the authority of the Reclamation Project Act of 1939 (53 Stat. 1187), as amended, each of those amounts are hereby deferred for payment as follows: seventy-six thousand, one hundred twenty dollars (\$76,120.00) to become due in the year following the last year of the repayment period under the 1936 contract, and a like amount to come due in each of the succeeding five

years. Each of these instalments will be payable on December 1 of the year in which due, but the District may at its option make payment in semiannual instalments, the first on December 31 of such year and the second on July 1 of the following year.

e. *Terms of this notice limited to interim period.* The provisions for the repayment of construction charges established by this notice are to govern the District's repayment obligations only until an amendatory repayment contract has been entered into under the provisions of the Reclamation Project Act of 1939, as amended. Neither the instalments fixed hereunder nor any other provision of this notice of availability shall be construed in any sense to be the measure or criterion of the terms of repayment that will be acceptable to the United States in connection with any later amendatory contract.

f. *Existing contracts unaffected.* This notice of availability is given pursuant to the existing repayment contracts between the United States and the District, and, except as the provisions herein are inconsistent therewith, those repayment contracts remain in full force and effect.

3. In addition to the foregoing provisions of this notice, the delivery of water hereunder may be made conditional on the formal acceptance of this notice by the District. In the absence of such formal acceptance, payment by the District of the first instalment of the estimated operation and maintenance charges for the year 1946, as provided in paragraph (1) of subsection 2 (b) above, will be treated as the District's acceptance of this notice and all of its provisions, and the delivery of any water at any time hereunder is predicated on this understanding.

OSCAR L. CHAPMAN,

Acting Secretary of the Interior.

[F. R. Doc. 46-5953; Filed, Apr. 9, 1946;  
4:57 p. m.]

[No. 19]

ADVANCEMENT IRRIGATION DISTRICT, Owyhee Project, Oregon-Idaho

NOTICE OF AVAILABILITY OF WATER

FEBRUARY 19, 1946.

1. Pursuant to the provisions of article 13-I of the contract of March 16, 1936, Symbol No. IIR-876 (herein called the 1936 contract), notice is hereby given that water from the works of the Owyhee project will be available beginning the first of the 1946 irrigation season, to the following described irrigable lands within the boundaries of the Advancement Irrigation District (herein called the District):

Description	Irrigable area (private land) (acres)
T. 18 S., R. 47 E., W. M.: Sec. 4—	17
S $\frac{1}{2}$ lot 4-----	17
S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ -----	3
W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ -----	4
N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ -----	10
Sec. 5—	
S $\frac{1}{2}$ lot 1-----	18
S $\frac{1}{2}$ lot 2-----	5
SW $\frac{1}{4}$ NE $\frac{1}{4}$ -----	34

Description	Irrigable area (private land) (acres)
T. 18 S., R. 47 E., W. M.—Con. Sec. 5—Continued.	
SE $\frac{1}{4}$ NE $\frac{1}{4}$ -----	37
E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ -----	17
E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ -----	36
NE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	37
NW $\frac{1}{4}$ SE $\frac{1}{4}$ -----	37
SW $\frac{1}{4}$ SE $\frac{1}{4}$ -----	37
SE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	36
Sec. 8—	
NE $\frac{1}{4}$ NE $\frac{1}{4}$ -----	35
NW $\frac{1}{4}$ NE $\frac{1}{4}$ -----	39
SE $\frac{1}{4}$ NE $\frac{1}{4}$ -----	37
NE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	38
E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ -----	18
East Portion SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ -----	5
SE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	36
Sec. 9—	
W $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ -----	18
SW $\frac{1}{4}$ NW $\frac{1}{4}$ -----	38
N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ -----	30
W $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ -----	20
W $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ -----	
W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ -----	
Sec. 17—	
NE $\frac{1}{4}$ NE $\frac{1}{4}$ -----	36
E $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ -----	10
E $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ -----	9
SE $\frac{1}{4}$ NE $\frac{1}{4}$ -----	24
W $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	17
Total irrigable area-----	701

Payment of construction charges on the irrigable lands to which water is announced as available will be at the rate of \$2.00 per irrigable acre per annum for the years 1946 through 1949, in lieu of the rate specified in the 1936 contract. The amount for each of these years shall be paid in two equal semiannual instalments, the first to be payable on December 31 of the year for which the annual amount is due and the second on July 1 of the ensuing year.

2. Delivery of water from the project supply to the lands above described will be made only subject to the following provisions:

a. *Operation of project works by United States.* The project works built by the United States shall be retained and operated by the United States until such time as written notice is hereafter given by the Secretary of the Interior (herein called the Secretary) to the several districts which are parties to the 1936 contract (herein called subscribing districts); requiring that the Board of Control be established in accordance with the provisions of the contract of September 1, 1936 between the United States and the Advancement Irrigation District and the contracts between the United States and each of the other subscribing districts; describing the works to be transferred to that Board of Control; and fixing the date when the transfer is to be effective.

b. *Payment of operation and maintenance costs.* (1) During the period that the project works are being operated by the United States, the District's share of the cost of operation and maintenance of the works shall be paid by the District directly to the United States. The amount of the annual payments shall be fixed by the Secretary and payments shall be made as provided herein. Beginning with the calendar year 1946, the Secretary shall furnish to the District on or before November 1 of each year, or as soon thereafter as practicable, a statement of the estimated costs

of operating and maintaining the project works during the ensuing calendar year, and of the District's share thereof. As soon as practicable, after issuance of this notice, the Secretary shall furnish to the District a similar statement for operation and maintenance during the calendar year 1946. For the calendar year 1946, the District shall pay its share in the following instalments: fifty percent (50%) on or before May 1 of that year; twenty-five percent (25%) on or before July 1 of that year; and twenty-five percent (25%) on or before December 1 of that year. For the calendar year 1947 and each succeeding year hereunder, the District shall pay its share as follows: forty percent (40%) on or before December 1 of the preceding year; twenty-five percent (25%) on or before May 1 of the year for which payment is made; and thirty-five percent (35%) on or before July 1 of that year. Whenever, in the opinion of the Secretary, funds advanced as herein required will be inadequate to operate and maintain the project works properly to the end of the calendar year for which the advances were made, the Secretary may give a supplemental statement of operation and maintenance charges stating the additional advances required for the project works for the year in question and the District's share thereof. The District shall make such additional advances on or before the date specified in such statement.

(2) As soon as practicable after the close of each calendar year the actual costs of operation and maintenance chargeable to the project works for the year just closed shall be determined and announced by the Secretary. If the part of the actual cost for the year apportionable to the District is less than the funds advanced therefor by the District, any excess shall be credited against the next instalment of operation and maintenance charges coming due hereunder. If such cost is more than the funds advanced therefor, the difference shall be paid by the District to the United States on or before the dates specified in the notice announcing such deficit.

(3) In the case of a district operating all or a portion of the works for the distribution of water within its boundaries, adjustments of the operation and maintenance charges to be paid by it to the United States shall be made to the end that the total charge for operation and maintenance for all irrigable lands of the project will be equal, taking account both of payments to be made to the United States hereunder and of payments to be made to a district for operation and maintenance performed by it. Adjustments in charges by the United States hereunder to this end shall be made on the basis provided in article 31 of the contract of October 14, 1926 with the Gem Irrigation District, the Secretary acting thereunder in lieu of the Board of Control, and shall be so made notwithstanding the provisions of the 1936 contract.

(4) The determinations as to what costs incurred by the United States are properly chargeable, under this provision, to the operation and maintenance

of the project works shall be made by the Secretary. There shall be included the amount required to be paid to the United States under the terms of the 1936 contract for electric power and energy supplied by the United States for the operation of project pumping plants.

c. *Basis for levy of operation and maintenance charges.* Levies and charges made by the District to collect monies to meet operation and maintenance charges and the cost of power for pumping, covering both the amounts to be paid to the United States hereunder and the costs of those kinds incurred in operational activities by the District, shall be on the following basis:

There shall be a minimum charge made annually against each acre of irrigable land in the District to which water is available from the project works, shall be required to be paid whether or not water is used. The minimum charge and the maximum amount of water to be delivered therefor for each irrigation season shall be fixed by the District in conformity with the announcement with respect thereto made by the Secretary: *Provided*, That in no event shall the amount of water to be delivered on payment of the minimum charge be fixed by the Secretary at less than four (4) acre-feet for an irrigation season. Such announcement will be made for the calendar year 1946 as soon as practicable after the notice of availability becomes effective, and for each season thereafter on or before November 1 of the preceding calendar year. Payment of the minimum charge by the water users shall be required to be made to the District in advance of the delivery of any water in the season for which the payment is made. Water in excess of the amount to be delivered for the minimum charge may be delivered to water users in any season on payment to the District of a charge, for each acre-foot or fraction thereof, of not less than twenty-five percent (25%) more than the average charge per acre-foot of water which said land is entitled to secure for the annual minimum charge. No excess water will be delivered to a farm unit unless advance payment therefor has been made by the water users to the District, or arrangements for such payment have been made that are satisfactory to the District and are in keeping with the requirements of the law.

d. *Deferment of charges for years 1940 through 1945.* Had the notice of availability of water under article 13-I of the 1936 contract been given on the initial date provided by that article, the construction charges payable by the District for each of the years 1940 through 1945 would have been one thousand, seven hundred fifty-two dollars and fifty cents (\$1,752.50). Pursuant to the authority of the Reclamation Project Act of 1939 (53 Stat. 1187), as amended, each of these amounts are hereby deferred for payment as follows: one thousand, seven hundred fifty-two dollars and fifty cents (\$1,752.50) to become due in the year following the last year of the repayment period under the 1936 contract, and a like amount to come due in each of the succeeding five years. Each of these instalments will be payable on

December 1 of that year in which due, but the District may at its option make payment in semiannual instalments, the first on December 31 of such year and the second on July 1 of the following year.

e. *Terms of this notice limited to interim period.* The provisions for the repayment of construction charges established by this notice are to govern the District's repayment obligations only until an amendatory repayment contract has been entered into under the provisions of the Reclamation Project Act of 1939, as amended. Neither the instalments fixed hereunder nor any other provision of this notice of availability shall be construed in any sense to be the measure or criterion of the terms of repayment that will be acceptable to the United States in connection with any later amendatory contract.

f. *Existing contracts unaffected.* This notice of availability is given pursuant to the existing repayment contracts between the United States and the District, and, except as the provisions herein are inconsistent therewith, those repayment contracts remain in full force and effect.

3. In addition to the foregoing provisions of this notice, the delivery of water hereunder may be made conditional on the formal acceptance of this notice by the District. In the absence of such formal acceptance, payment by the District of the first instalment of the estimated operation and maintenance charges for the year 1946, as provided in paragraph (1) of subsection 2 (b) above, will be treated as the District's acceptance of this notice and all of its provisions, and the delivery of any water at any time hereunder is predicated on this understanding.

OSCAR L. CHAPMAN,  
*Acting Secretary of the Interior.*

[F. R. Doc. 46-5954; Filed, Apr. 9, 1946;  
4:57 p. m.]

[No. 20]

PAYETTE-OREGON SLOPE IRRIGATION DISTRICT, Owyhee Project, Oregon-Idaho

NOTICE OF AVAILABILITY OF WATER

FEBRUARY 19, 1946.

1. Pursuant to the provisions of article 13-I of the contract of March 16, 1936, Symbol No. IIR-876 (herein called the 1936 contract), notice is hereby given that water from the works of the Owyhee project will be available, beginning the first of the 1946 irrigation season, to the following described irrigable lands within the boundaries of the Payette-Oregon Slope Irrigation District (herein called the District):

Description	Irrigable area (private land) (acres)
T. 16 S., R. 47 E., W. M.: Sec. 8—	
NE $\frac{1}{4}$ SW $\frac{1}{4}$	33
NE $\frac{1}{4}$ SE $\frac{1}{4}$	38
NW $\frac{1}{4}$ SE $\frac{1}{4}$	38
SW $\frac{1}{4}$ SE $\frac{1}{4}$	37
SE $\frac{1}{4}$ SE $\frac{1}{4}$	36
Sec. 14—	
SW $\frac{1}{4}$ NW $\frac{1}{4}$	9
NE $\frac{1}{4}$ SW $\frac{1}{4}$	14
SW $\frac{1}{4}$ SW $\frac{1}{4}$	26
SE $\frac{1}{4}$ SW $\frac{1}{4}$	38

T. 16 S., R. 47 E., W. M.—Con. (private land) (acres)	Irrigable area
Sec. 14—Continued.	
NE $\frac{1}{4}$ SE $\frac{1}{4}$	36
NW $\frac{1}{4}$ SE $\frac{1}{4}$	28
SW $\frac{1}{4}$ SE $\frac{1}{4}$	39
SE $\frac{1}{4}$ SE $\frac{1}{4}$	33
Sec. 15—	
S $\frac{3}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$	18
S $\frac{3}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$	24
SW $\frac{1}{4}$ NE $\frac{1}{4}$	32
SE $\frac{1}{4}$ NE $\frac{1}{4}$	14
NE $\frac{1}{4}$ NW $\frac{1}{4}$	32
NW $\frac{1}{4}$ NW $\frac{1}{4}$	38
SW $\frac{1}{4}$ NW $\frac{1}{4}$	35
SE $\frac{1}{4}$ NW $\frac{1}{4}$	29
NE $\frac{1}{4}$ SW $\frac{1}{4}$	24
NW $\frac{1}{4}$ SW $\frac{1}{4}$	34
SW $\frac{1}{4}$ SW $\frac{1}{4}$	27
SE $\frac{1}{4}$ SW $\frac{1}{4}$	33
NE $\frac{1}{4}$ SE $\frac{1}{4}$	24
NW $\frac{1}{4}$ SE $\frac{1}{4}$	34
SW $\frac{1}{4}$ SE $\frac{1}{4}$	37
SE $\frac{1}{4}$ SE $\frac{1}{4}$	29
Sec. 16—	
NE $\frac{1}{4}$ NW $\frac{1}{4}$	38
NW $\frac{1}{4}$ NW $\frac{1}{4}$	39
SW $\frac{1}{4}$ NW $\frac{1}{4}$	34
SE $\frac{1}{4}$ NW $\frac{1}{4}$	39
NE $\frac{1}{4}$ SW $\frac{1}{4}$	35
NE $\frac{1}{4}$ SE $\frac{1}{4}$	40
NW $\frac{1}{4}$ SE $\frac{1}{4}$	38
SW $\frac{1}{4}$ SE $\frac{1}{4}$	32
SE $\frac{1}{4}$ SE $\frac{1}{4}$	35
Sec. 17—	
NE $\frac{1}{4}$ NE $\frac{1}{4}$	38
NW $\frac{1}{4}$ NE $\frac{1}{4}$	18
SE $\frac{1}{4}$ NE $\frac{1}{4}$	8
Sec. 21—	
NE $\frac{1}{4}$ NE $\frac{1}{4}$	31
SE $\frac{1}{4}$ NE $\frac{1}{4}$	31
Sec. 22—	
NE $\frac{1}{4}$ NE $\frac{1}{4}$	38
NW $\frac{1}{4}$ NE $\frac{1}{4}$	38
SW $\frac{1}{4}$ NE $\frac{1}{4}$	37
SE $\frac{1}{4}$ NE $\frac{1}{4}$	38
NE $\frac{1}{4}$ NW $\frac{1}{4}$	33
NW $\frac{1}{4}$ NW $\frac{1}{4}$	33
SW $\frac{1}{4}$ NW $\frac{1}{4}$	35
SE $\frac{1}{4}$ NW $\frac{1}{4}$	27
NE $\frac{1}{4}$ SW $\frac{1}{4}$	31
NW $\frac{1}{4}$ SW $\frac{1}{4}$	32
SW $\frac{1}{4}$ SW $\frac{1}{4}$	13
SE $\frac{1}{4}$ SW $\frac{1}{4}$	34
NE $\frac{1}{4}$ SE $\frac{1}{4}$	36
NW $\frac{1}{4}$ SE $\frac{1}{4}$	39
SW $\frac{1}{4}$ SE $\frac{1}{4}$	33
SE $\frac{1}{4}$ SE $\frac{1}{4}$	36
Sec. 23—	
NE $\frac{1}{4}$ NE $\frac{1}{4}$	34
NW $\frac{1}{4}$ NE $\frac{1}{4}$	39
SW $\frac{1}{4}$ NE $\frac{1}{4}$	38
SE $\frac{1}{4}$ NE $\frac{1}{4}$	32
NE $\frac{1}{4}$ NW $\frac{1}{4}$	38
NW $\frac{1}{4}$ NW $\frac{1}{4}$	36
SW $\frac{1}{4}$ NW $\frac{1}{4}$	37
SE $\frac{1}{4}$ NW $\frac{1}{4}$	38
NE $\frac{1}{4}$ SW $\frac{1}{4}$	29
NW $\frac{1}{4}$ SW $\frac{1}{4}$	38
SW $\frac{1}{4}$ SW $\frac{1}{4}$	37
SE $\frac{1}{4}$ SW $\frac{1}{4}$	38
NE $\frac{1}{4}$ SE $\frac{1}{4}$	32
NW $\frac{1}{4}$ SE $\frac{1}{4}$	36
SW $\frac{1}{4}$ SE $\frac{1}{4}$	36
SE $\frac{1}{4}$ SE $\frac{1}{4}$	36
Sec. 25—	
SW $\frac{1}{4}$ SW $\frac{1}{4}$	35
Sec. 26—	
NE $\frac{1}{4}$ NE $\frac{1}{4}$	37
NW $\frac{1}{4}$ NE $\frac{1}{4}$	34
SW $\frac{1}{4}$ NE $\frac{1}{4}$	32
SE $\frac{1}{4}$ NE $\frac{1}{4}$	33
NE $\frac{1}{4}$ NW $\frac{1}{4}$	37
NW $\frac{1}{4}$ NW $\frac{1}{4}$	28
SW $\frac{1}{4}$ NW $\frac{1}{4}$	35
SE $\frac{1}{4}$ NW $\frac{1}{4}$	37
NE $\frac{1}{4}$ SW $\frac{1}{4}$	26
NW $\frac{1}{4}$ SW $\frac{1}{4}$	34
SW $\frac{1}{4}$ SW $\frac{1}{4}$	30
SE $\frac{1}{4}$ SW $\frac{1}{4}$	34

Description	Irrigable area (private land) (acres)
T. 16 S., R. 47 E., W. M.—Con.	
Sec. 26—Continued.	
NE $\frac{1}{4}$ SE $\frac{1}{4}$	38
NW $\frac{1}{4}$ SE $\frac{1}{4}$	38
SW $\frac{1}{4}$ SE $\frac{1}{4}$	38
SE $\frac{1}{4}$ SE $\frac{1}{4}$	38
Sec. 27—	
NE $\frac{1}{4}$ NE $\frac{1}{4}$	36
NW $\frac{1}{4}$ NE $\frac{1}{4}$	36
SW $\frac{1}{4}$ NE $\frac{1}{4}$	37
SE $\frac{1}{4}$ NE $\frac{1}{4}$	38
NE $\frac{1}{4}$ NW $\frac{1}{4}$	21
SE $\frac{1}{4}$ NW $\frac{1}{4}$	8
NE $\frac{1}{4}$ SE $\frac{1}{4}$	28
NW $\frac{1}{4}$ SE $\frac{1}{4}$	29
SW $\frac{1}{4}$ SE $\frac{1}{4}$	34
SE $\frac{1}{4}$ SE $\frac{1}{4}$	34
Sec. 34—	
NE $\frac{1}{4}$ NE $\frac{1}{4}$	33
NW $\frac{1}{4}$ NE $\frac{1}{4}$	34
SW $\frac{1}{4}$ NE $\frac{1}{4}$	37
SE $\frac{1}{4}$ NE $\frac{1}{4}$	25
NE $\frac{1}{4}$ NW $\frac{1}{4}$	8
SE $\frac{1}{4}$ NW $\frac{1}{4}$	19
NE $\frac{1}{4}$ SE $\frac{1}{4}$	38
NW $\frac{1}{4}$ SE $\frac{1}{4}$	16
SW $\frac{1}{4}$ SE $\frac{1}{4}$	3
SE $\frac{1}{4}$ SE $\frac{1}{4}$	27
Sec. 35—	
NE $\frac{1}{4}$ NE $\frac{1}{4}$	38
NW $\frac{1}{4}$ NE $\frac{1}{4}$	37
SW $\frac{1}{4}$ NE $\frac{1}{4}$	36
SE $\frac{1}{4}$ NE $\frac{1}{4}$	NE $\frac{1}{4}$ NW $\frac{1}{4}$
NE $\frac{1}{4}$ NW $\frac{1}{4}$	NW $\frac{1}{4}$ NW $\frac{1}{4}$
SW $\frac{1}{4}$ NW $\frac{1}{4}$	SE $\frac{1}{4}$ NW $\frac{1}{4}$
SE $\frac{1}{4}$ NW $\frac{1}{4}$	NE $\frac{1}{4}$ SW $\frac{1}{4}$
NE $\frac{1}{4}$ SW $\frac{1}{4}$	NW $\frac{1}{4}$ SW $\frac{1}{4}$
SW $\frac{1}{4}$ SW $\frac{1}{4}$	SW $\frac{1}{4}$ SW $\frac{1}{4}$
SE $\frac{1}{4}$ SW $\frac{1}{4}$	SE $\frac{1}{4}$ SW $\frac{1}{4}$
NE $\frac{1}{4}$ SE $\frac{1}{4}$	NE $\frac{1}{4}$ SE $\frac{1}{4}$
NW $\frac{1}{4}$ SE $\frac{1}{4}$	NW $\frac{1}{4}$ SE $\frac{1}{4}$
SW $\frac{1}{4}$ SE $\frac{1}{4}$	SW $\frac{1}{4}$ SE $\frac{1}{4}$
SE $\frac{1}{4}$ SE $\frac{1}{4}$	SE $\frac{1}{4}$ SE $\frac{1}{4}$
Sec. 36—	
Lot 1—	12
NW $\frac{1}{4}$ NW $\frac{1}{4}$	33
SW $\frac{1}{4}$ NW $\frac{1}{4}$	16
NW $\frac{1}{4}$ SW $\frac{1}{4}$	2
T. 17 S., R. 47 E., W. M.:	
Sec. 2—	
NW portion lot 2—	3
Lot 3—	18
Lot 4—	29
SE $\frac{1}{4}$ NW $\frac{1}{4}$	28
NE $\frac{1}{4}$ SW $\frac{1}{4}$	27
NW $\frac{1}{4}$ SW $\frac{1}{4}$	31
SW $\frac{1}{4}$ SW $\frac{1}{4}$	37
Sec. 3—	
SE $\frac{1}{4}$ SW $\frac{1}{4}$	5
NE $\frac{1}{4}$ SE $\frac{1}{4}$	11
NW $\frac{1}{4}$ SE $\frac{1}{4}$	8
SW $\frac{1}{4}$ SE $\frac{1}{4}$	16
SE $\frac{1}{4}$ SE $\frac{1}{4}$	25
Sec. 10—	
NE $\frac{1}{4}$ NE $\frac{1}{4}$	37
NW $\frac{1}{4}$ NE $\frac{1}{4}$	30
SW $\frac{1}{4}$ NE $\frac{1}{4}$	21
SE $\frac{1}{4}$ NE $\frac{1}{4}$	36
NE $\frac{1}{4}$ NW $\frac{1}{4}$	29
SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$	5
NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$	24
S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$	23
SE $\frac{1}{4}$ NW $\frac{1}{4}$	26
NE $\frac{1}{4}$ SE $\frac{1}{4}$	14
Sec. 11—	
SW $\frac{1}{4}$ NW $\frac{1}{4}$	
Total irrigable area—	4,617

Payment of construction charges on the irrigable lands to which water is announced as available will be at the rate of \$2.00 per irrigable acre per annum for the years 1946 through 1949, in lieu of the rate specified in the 1936 contract. The amount for each of these

years shall be paid in two equal semi-annual instalments, the first to be payable on December 31 of the year for which the annual amount is due and the second on July 1 of the ensuing year.

2. Delivery of water from the project supply to the lands above described will be made only subject to the following provisions:

a. *Operation of project works by United States.* The project works built by the United States shall be retained and operated by the United States until such time as written notice is hereafter given by the Secretary of the Interior (herein called the Secretary) to the several districts which are parties to the 1936 contract (herein called subscribing districts): requiring that the Board of Control be established in accordance with the provisions of the contract of October 14, 1926 between the United States and the Payette-Oregon Slope Irrigation District and the contracts between the United States and each of the other subscribing districts; describing the works to be transferred to that Board of Control; and fixing the date when the transfer is to be effective.

b. *Payment of operation and maintenance costs.* (1) During the period that the project works are being operated by the United States, the District's share of the cost of operation and maintenance of the works shall be paid by the District directly to the United States. The amount of the annual payments shall be fixed by the Secretary and payments shall be made as provided herein. Beginning with the calendar year 1946, the Secretary shall furnish to the District on or before November 1 of each year, or as soon thereafter as practicable, a statement of the estimated costs of operating and maintaining the project works during the ensuing calendar year, and of the District's share thereof. As soon as practicable, after issuance of this notice, the Secretary shall furnish to the District a similar statement for operation and maintenance during the calendar year 1946. For the calendar year 1946, the District shall pay its share in the following instalments: fifty percent (50%) on or before May 1 of that year; twenty-five percent (25%) on or before July 1 of that year; and twenty-five percent (25%) on or before December 1 of that year. For the calendar year 1947 and each succeeding year hereunder, the District shall pay its share as follows: forty percent (40%) on or before December 1 of the preceding year; twenty-five percent (25%) on or before May 1 of the year for which payment is made, and thirty-five percent (35%) on or before July 1 of that year. Whenever, in the opinion of the Secretary, funds advanced as herein required will be inadequate to operate and maintain the project works properly to the end of the calendar year for which the advances were made, the Secretary may give a supplemental statement of operation and maintenance charges stating the additional advances required for the project works for the year in question and the District's share thereof. The District shall make such additional advances on or before the date specified in such statement.

(2) As soon as practicable after the close of each calendar year the actual costs of operation and maintenance chargeable to the project works for the year just closed shall be determined and announced by the Secretary. If the part of the actual cost for the year apportionable to the District is less than the funds advanced therefor by the District, any excess shall be credited against the next instalment of operation and maintenance charges coming due hereunder. If such cost is more than the funds advanced therefor, the difference shall be paid by the District to the United States on or before the dates specified in the notice announcing such deficit.

(3) In the case of a district operating all or a portion of the works for the distribution of water within its boundaries, adjustments of the operation and maintenance charges to be paid by it to the United States shall be made to the end that the total charge for operation and maintenance for all irrigable lands of the project will be equal, taking account both of payments to be made to the United States hereunder and of payments to be made to a district for operation and maintenance performed by it. Adjustments in charges by the United States hereunder to this end shall be made on the basis provided in article 30 of the contract of October 14, 1926 with the Payette-Oregon Slope Irrigation District, the Secretary acting thereunder in lieu of the Board of Control, and shall be so made notwithstanding the provisions of the 1936 contract.

(4) The determinations as to what costs incurred by the United States are properly chargeable, under this provision, to the operation and maintenance of the project works shall be made by the Secretary. There shall be included the amount required to be paid to the United States under the terms of the 1936 contract for electric power and energy supplied by the United States for the operation of project pumping plants.

c. *Basis for levy of operation and maintenance charges.* Levies and charges made by the District to collect monies to meet operation and maintenance charges and the cost of power for pumping, covering both the amounts to be paid to the United States hereunder and the costs of those kinds incurred in operational activities by the District, shall be on the following basis:

There shall be a minimum charge made annually against each acre of irrigable land in the District to which water is available from the project works, which shall be required to be paid whether or not water is used. The minimum charge and the maximum amount of water to be delivered therefor for each irrigation season shall be fixed by the District in conformity with the announcement with respect thereto made by the Secretary: *Provided*, That in no event shall the amount of water to be delivered on payment of the minimum charge be fixed by the Secretary at less than four (4) acre-feet for an irrigation season. Such announcement will be made for the calendar year 1946 as soon as practicable after the notice of availability becomes effective, and for each season thereafter on or before November

1 of the preceding calendar year. Payment of the minimum charge by the water users shall be required to be made to the District in advance of the delivery of any water in the season for which the payment is made. Water in excess of the amount to be delivered for the minimum charge may be delivered to water users in any season on payment to the District of a charge, for each acre-foot or fraction thereof, of not less than twenty-five percent (25%) more than the average charge per acre-foot of water which said land is entitled to secure for the annual minimum charge. No excess water will be delivered to a farm unit unless advance payment therefor has been made by the water users to the District, or arrangements for such payment have been made that are satisfactory to the District and are in keeping with the requirements of the law.

*d. Deferment of charges for years 1940 through 1945.* Had the notice of availability of water under article 13-I of the 1936 contract been given on the initial date provided by that article, the construction charges payable by the District for each of the years 1940 through 1945 would have been eleven thousand, five hundred forty-two dollars and fifty cents (\$11,542.50). Pursuant to the authority of the Reclamation Project Act of 1939 (53 Stat. 1187), as amended, each of those amounts are hereby deferred for payment as follows: eleven thousand, five hundred forty-two dollars and fifty cents (\$11,542.50) to become due in the year following the last year of the repayment period under the 1936 contract, and a like amount to come due in each of the succeeding five years. Each of these instalments will be payable on December 1 of the year in which due, but the District may at its option make payment in semi-annual instalments, the first on December 31 of such year and the second on July 1 of the following year.

*e. Terms of this notice limited to interim period.* The provisions for the repayment of construction charges established by this notice are to govern the District's repayment obligations only until an amendatory repayment contract has been entered into under the provisions of the Reclamation Project Act of 1939, as amended. Neither the instalments fixed hereunder nor any other provision of this notice of availability shall be construed in any sense to be the measure or criterion of the terms of repayment that will be acceptable to the United States in connection with any later amendatory contract.

*f. Existing contracts unaffected.* This notice of availability is given pursuant to the existing repayment contracts between the United States and the District, and, except as the provisions herein are inconsistent therewith, those repayment contracts remain in full force and effect.

*3. In addition to the foregoing provisions of this notice, the delivery of water hereunder may be made conditional on the formal acceptance of this notice by the District. In the absence of such formal acceptance, payment by the District of the first instalment of the estimated operation and maintenance charges for the year 1946, as provided in*

paragraph (1) of subsection 2 (b) above, will be treated as the District's acceptance of this notice and all of its provisions, and the delivery of any water at any time hereunder is predicated on this understanding.

OSCAR L. CHAPMAN,

*Acting Secretary of the Interior.*

[F. R. Doc. 46-5955; Filed, Apr. 9, 1946; 4:57 p. m.]

Payment of construction charges on the irrigable lands to which water is announced as available will be at the rate of \$2.00 per irrigable acre per annum for the years 1946 through 1949, in lieu of the rate specified in the 1936 contract. The amount for each of these years shall be paid in two equal semiannual instalments, the first to be payable on December 31 of the year for which the annual amount is due and the second on July 1 of the ensuing year.

2. Delivery of water from the project supply to the lands above described will be made only subject to the following provisions:

*a. Operation of project works by United States.* The project works built by the United States shall be retained and operated by the United States until such time as written notice is hereafter given by the Secretary of the Interior (herein called the Secretary) to the several districts which are parties to the 1936 contract (herein called subscribing districts): requiring that the Board of Control be established in accordance with the provisions of the contract of October 14, 1926 between the United States and the Slide Irrigation District, as amended, and the contracts between the United States and each of the other subscribing districts; describing the works to be transferred to that Board of Control; and fixing the date when the transfer is to be effective.

*b. Payment of operation and maintenance costs.* (1) During the period that the project works are being operated by the United States, the District's share of the cost of operation and maintenance of the works shall be paid by the District directly to the United States. The amount of the annual payments shall be fixed by the Secretary and payments shall be made as provided herein. Beginning with the calendar year 1946, the Secretary shall furnish to the District on or before November 1 of each year, or as soon thereafter as practicable, a statement of the estimated costs of operating and maintaining the project works during the ensuing calendar year, and of the District's share thereof. As soon as practicable, after issuance of this notice, the Secretary shall furnish to the District a similar statement for operation and maintenance during the calendar year 1946. For the calendar year 1946, the District shall pay its share in the following instalments: fifty percent (50%) on or before May 1 of that year; twenty-five percent (25%) on or before July 1 of that year; and twenty-five percent (25%) on or before December 1 of that year. For the calendar year 1947 and each succeeding year hereunder, the District shall pay its share as follows: forty percent (40%) on or before December 1 of the preceding year; twenty-five percent (25%) on or before May 1 of the year for which payment is made; and thirty-five percent (35%) on or before July 1 of that year. Whenever, in the opinion of the Secretary, funds advanced as herein required will be inadequate to operate and maintain the project works properly to the end of the calendar year for which the advances were made, the Secretary may give a supplemental statement of operation and maintenance charges stating

NOTICE OF AVAILABILITY OF WATER

FEBRUARY 19, 1946.

1. Pursuant to the provisions of article 13-I of the contract of March 16, 1936, as amended by the contract of May 1, 1939, Symbol No. 11r-876 (herein called the 1936 contract), notice is hereby given that water from the works of the Owyhee project will be available, beginning the first of the 1946 irrigation season, to the following described irrigable lands within the boundaries of the Slide Irrigation District (herein called the District):

Description	Irrigable area (private land) (acres)
T. 15 S., R. 46 E., W. M.: Sec. 25—	
Lot 3-----	27
Lot 4-----	8
SE $\frac{1}{4}$ SW $\frac{1}{4}$ -----	27
NE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	38
NW $\frac{1}{4}$ SE $\frac{1}{4}$ -----	15
SW $\frac{1}{4}$ SE $\frac{1}{4}$ -----	36
SE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	37
Sec. 36—	
NE $\frac{1}{4}$ NE $\frac{1}{4}$ -----	35
NW $\frac{1}{4}$ NE $\frac{1}{4}$ -----	31
SW $\frac{1}{4}$ NE $\frac{1}{4}$ -----	14
SE $\frac{1}{4}$ NE $\frac{1}{4}$ -----	30
NE $\frac{1}{4}$ NW $\frac{1}{4}$ -----	1
NE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	9
T. 15 S., R. 47 E., W. M.: Sec. 30—S $\frac{1}{2}$ lot 4-----	16
Sec. 31—	
NE $\frac{1}{4}$ NE $\frac{1}{4}$ -----	13
NW $\frac{1}{4}$ NE $\frac{1}{4}$ -----	7
SW $\frac{1}{4}$ NE $\frac{1}{4}$ -----	30
SE $\frac{1}{4}$ NE $\frac{1}{4}$ -----	30
NE $\frac{1}{4}$ NW $\frac{1}{4}$ -----	19
NW $\frac{1}{4}$ NW $\frac{1}{4}$ -----	24
SW $\frac{1}{4}$ NW $\frac{1}{4}$ -----	34
SE $\frac{1}{4}$ NW $\frac{1}{4}$ -----	30
NE $\frac{1}{4}$ SW $\frac{1}{4}$ -----	35
NW $\frac{1}{4}$ SW $\frac{1}{4}$ -----	35
SW $\frac{1}{4}$ SW $\frac{1}{4}$ -----	15
NE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	30
NW $\frac{1}{4}$ SE $\frac{1}{4}$ -----	30
Sec. 32—	
SW $\frac{1}{4}$ NE $\frac{1}{4}$ -----	15
SE $\frac{1}{4}$ NE $\frac{1}{4}$ -----	3
SW $\frac{1}{4}$ NW $\frac{1}{4}$ -----	25
SE $\frac{1}{4}$ NW $\frac{1}{4}$ -----	27
NE $\frac{1}{4}$ SW $\frac{1}{4}$ -----	28
NW $\frac{1}{4}$ SW $\frac{1}{4}$ -----	28
SW $\frac{1}{4}$ SW $\frac{1}{4}$ -----	36
SE $\frac{1}{4}$ SW $\frac{1}{4}$ -----	32
NE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	17
NW $\frac{1}{4}$ SE $\frac{1}{4}$ -----	39
SW $\frac{1}{4}$ SE $\frac{1}{4}$ -----	27
SE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	33
Sec. 33—	
Lot 3-----	3
Lot 4-----	14
Lot 5-----	23
T. 16 S., R. 47 E., W. M.: Sec. 4—	
Lot 1-----	49
Lot 2-----	16
Sec. 6—Lot 4-----	21
Total irrigable area.....	1,092

the additional advances required for the project works for the year in question and the District's share thereof. The District shall make such additional advances on or before the date specified in such statement.

(2) As soon as practicable after the close of each calendar year the actual costs of operation and maintenance chargeable to the project works for the year just closed shall be determined and announced by the Secretary. If the part of the actual cost for the year apportionable to the District is less than the funds advanced therefor by the District, any excess shall be credited against the next instalment of operation and maintenance charges coming due hereunder. If such cost is more than the funds advanced therefor, the difference shall be paid by the District to the United States on or before the dates specified in the notice announcing such deficit.

(3) In the case of a district operating all or a portion of the works for the distribution of water within its boundaries, adjustments of the operation and maintenance charges to be paid by it to the United States shall be made to the end that the total charge for operation and maintenance for all irrigable lands of the project will be equal, taking account both of payments to be made to the United States hereunder and of payments to be made to a district for operation and maintenance performed by it. Adjustments in charges by the United States hereunder to this end shall be made on the basis provided in article 30 of the contract of October 14, 1926 with the Slide Irrigation District, the Secretary acting thereunder in lieu of the Board of Control, and shall be so made notwithstanding the provisions of the 1936 contract.

(4) The determinations as to what costs incurred by the United States are properly chargeable, under this provision, to the operation and maintenance of the project works shall be made by the Secretary. There shall be included the amount required to be paid to the United States under the terms of the 1936 contract for electric power and energy supplied by the United States for the operation of project pumping plants.

c. Basis for levy of operation and maintenance charges. Levies and charges made by the District to collect monies to meet operation and maintenance charges and the cost of power for pumping, covering both the amounts to be paid to the United States hereunder and the costs of those kinds incurred in operational activities by the District, shall be on the following basis:

There shall be a minimum charge made annually against each acre of irrigable land in the District to which water is available from the project works, which shall be required to be paid whether or not water is used. The minimum charge and the maximum amount of water to be delivered therefor for each irrigation season shall be fixed by the District in conformity with the announcement with respect thereto made by the Secretary: *Provided*, That in no event shall the amount of water to be delivered on payment of the minimum

charge be fixed by the Secretary at less than four (4) acre-feet for an irrigation season. Such announcement will be made for the calendar year 1946 as soon as practicable after the notice of availability becomes effective, and for each season thereafter on or before November 1 of the preceding calendar year. Payment of the minimum charge by the water users shall be required to be made to the District in advance of the delivery of any water in the season for which the payment is made. Water in excess of the amount to be delivered for the minimum charge may be delivered to water users in any season on payment to the District of a charge, for each acre-foot or fraction thereof, of not less than twenty-five percent (25%) more than the average charge per acre-foot of water which said land is entitled to secure for the annual minimum charge. No excess water will be delivered to a farm unit unless advance payment therefor has been made by the water users to the District, or arrangements for such payment have been made that are satisfactory to the District and are in keeping with the requirements of the law.

d. *Deferment of charges for years 1940 through 1945.* Had the notice of availability of water under article 13-I of the 1936 contract been given on the initial date provided by that article, the construction charges payable by the District for each of the years 1940 through 1945 would have been two thousand, seven hundred thirty dollars (\$2,730). Pursuant to the authority of the Reclamation Project Act of 1939 (53 Stat. 1187), as amended, each of those amounts are hereby deferred for payment as follows: two thousand, seven hundred thirty dollars (\$2,730) to become due in the year following the last year of the repayment period under the 1936 contract, and a like amount to come due in each of the succeeding five years. Each of these instalments will be payable on December 1 of the year in which due, but the District may at its option make payment in semiannual instalments, the first on December 31 of such year and the second on July 1 of the following year.

e. *Terms of this notice limited to interim period.* The provisions for the repayment of construction charges established by this notice are to govern the District's repayment obligations only until an amendatory repayment contract has been entered into under the provisions of the Reclamation Project Act of 1939, as amended. Neither the instalments fixed hereunder nor any other provision of this notice of availability shall be construed in any sense to be the measure or criterion of the terms of repayment that will be acceptable to the United States in connection with any later amendatory contract.

1. *Existing contracts unaffected.*—This notice of availability is given pursuant to the existing repayment contracts between the United States and the District, and, except as the provisions herein are inconsistent therewith, those repayment contracts remain in full force and effect.

3. In addition to the foregoing provisions of this notice, the delivery of water

hereunder may be made conditional on the formal acceptance of this notice by the District. In the absence of such formal acceptance, payment by the District of the first instalment of the estimated operation and maintenance charges for the year 1946, as provided in paragraph (1) of subsection 2 (b) above, will be treated as the District's acceptance of this notice and all of its provisions, and the delivery of any water at any time hereunder is predicated on this understanding.

OSCAR L. CHAPMAN,  
Acting Secretary of the Interior.

[F. R. Doc. 46-5956: Filed, Apr. 9, 1946;  
4:57 p. m.]

[No. 22]

ONTARIO-NYSSA IRRIGATION DISTRICT,  
OWYHEE PROJECT, OREGON-IDAH

NOTICE OF AVAILABILITY OF WATER

FEBRUARY 19, 1946.

1. Pursuant to the provisions of article 13-I of the contract of March 16, 1936, Symbol No. IIR-876 (herein called the 1936 contract), notice is hereby given that water from the works of the Owyhee project will be available, beginning the first of the 1946 irrigation season, to the following described irrigable lands within the boundaries of the Ontario-Nyssa Irrigation District (herein called the District):

Description	Irrigable area (private land) (acres)
T. 18 S., R. 46 E., W. M.: Sec. 22—	
NE $\frac{1}{4}$ NE $\frac{1}{4}$	30
NW $\frac{1}{4}$ NE $\frac{1}{4}$	27
E $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$	10
W $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$	29
W $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$	
N $\frac{1}{2}$ E $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$	33
S $\frac{1}{2}$ E $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$	4
NE $\frac{1}{4}$ NW $\frac{1}{4}$	15
NW $\frac{1}{4}$ NW $\frac{1}{4}$	1
W $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$	
S $\frac{1}{2}$ E $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$	31
N $\frac{1}{2}$ E $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$	5
NW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$	10
NE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$	
S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$	28
E $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$	29
W $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$	10
E $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$	10
W $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$	28
SW $\frac{1}{4}$ SW $\frac{1}{4}$ north of Ontario-Nyssa canal	13
SE $\frac{1}{4}$ SW $\frac{1}{4}$ north of Ontario-Nyssa canal	9
NE $\frac{1}{4}$ SE $\frac{1}{4}$	38
NW $\frac{1}{4}$ SE $\frac{1}{4}$	39
SW $\frac{1}{4}$ SE $\frac{1}{4}$ north of Ontario-Nyssa canal	19
SE $\frac{1}{4}$ SE $\frac{1}{4}$ north of Ontario-Nyssa canal	21
Sec. 23—	
NE $\frac{1}{4}$ NE $\frac{1}{4}$	
NW $\frac{1}{4}$ NE $\frac{1}{4}$	29
SW $\frac{1}{4}$ NE $\frac{1}{4}$	38
SE $\frac{1}{4}$ NE $\frac{1}{4}$	38
NE $\frac{1}{4}$ NW $\frac{1}{4}$	32
NW $\frac{1}{4}$ NW $\frac{1}{4}$	29
SW $\frac{1}{4}$ NW $\frac{1}{4}$	33
SE $\frac{1}{4}$ NW $\frac{1}{4}$	39
NE $\frac{1}{4}$ SW $\frac{1}{4}$	37
NW $\frac{1}{4}$ SW $\frac{1}{4}$	34
SW $\frac{1}{4}$ SW $\frac{1}{4}$ north of Ontario-Nyssa canal	15
SE $\frac{1}{4}$ SW $\frac{1}{4}$ north of Ontario-Nyssa canal	29
NE $\frac{1}{4}$ SE $\frac{1}{4}$	38

T. 18 S., R. 46 E., W. M.—Con.		Irrigable area (private land)	Description	Irrigable area (private land)	Description	Irrigable area (private land)																																																																																																																																																																																	
Sec. 23—Continued.		(acres)	Sec. 36—Continued.	(acres)	Sec. 31—Continued.	(acres)																																																																																																																																																																																	
E 1/4 NW 1/4 SE 1/4	19	NE 1/4 NW 1/4	19	NE 1/4 NW 1/4	30																																																																																																																																																																																		
W 1/2 NW 1/4 SE 1/4	19	NW 1/4 NW 1/4	32	SE 1/4 NW 1/4	4																																																																																																																																																																																		
SW 1/4 SE 1/4 north of Ontario-Nyssa canal	28	SW 1/4 NW 1/4	39	NE 1/4 SW 1/4	15																																																																																																																																																																																		
SE 1/4 SE 1/4 north of Ontario-Nyssa canal	23	SE 1/4 NW 1/4	36	Lot 4	2																																																																																																																																																																																		
Sec. 24—		NE 1/4 SW 1/4	32	SE 1/4 SW 1/4	33																																																																																																																																																																																		
NE 1/4 NE 1/4	30	NW 1/4 SW 1/4	38	NW 1/4 SE 1/4	40																																																																																																																																																																																		
E 1/2 NW 1/4 NE 1/4	18	SW 1/4 SE 1/4	38	SW 1/4 SE 1/4	39																																																																																																																																																																																		
W 1/2 NW 1/4 NE 1/4	18	Sec. 1—		T. 19 S., R. 47 E., W. M.: Sec. 6—																																																																																																																																																																																			
W 1/2 SW 1/4 NE 1/4	19	Lot 1	21	Lot 2	36																																																																																																																																																																																		
E 1/2 E 1/2 SW 1/4 NE 1/4	9	Lot 2	28	SW 1/4 NE 1/4	39																																																																																																																																																																																		
W 1/2 E 1/2 SW 1/4 NE 1/4	10	SW 1/4 NE 1/4	37	Lot 3	39																																																																																																																																																																																		
SE 1/4 NE 1/4	34	SE 1/4 NE 1/4	22	Lot 4	24																																																																																																																																																																																		
NE 1/4 NW 1/4	34	Lot 3	27	Lot 5	38																																																																																																																																																																																		
NW 1/4 NW 1/4	29	Lot 4	5	SE 1/4 NW 1/4	40																																																																																																																																																																																		
E 1/2 SW 1/4 NW 1/4	19	SW 1/4 NW 1/4	19	NE 1/4 SW 1/4	40																																																																																																																																																																																		
W 1/2 SW 1/4 NW 1/4	19	SE 1/4 NW 1/4	38	Lot 6	39																																																																																																																																																																																		
SE 1/2 NW 1/4	39	NE 1/4 SW 1/4	39	Lot 7	38																																																																																																																																																																																		
NE 1/4 SW 1/4	39	NW 1/4 SW 1/4	27	SE 1/4 SW 1/4	39																																																																																																																																																																																		
NW 1/4 SW 1/4	38	SW 1/4 SW 1/4	23	NW 1/4 SE 1/4	34																																																																																																																																																																																		
SW 1/4 SW 1/4 north of Ontario-Nyssa canal	23	SE 1/4 SW 1/4	38	SW 1/4 SE 1/4	39																																																																																																																																																																																		
SE 1/4 SW 1/4 north of Ontario-Nyssa canal	23	Sec. 1—		Sec. 7—																																																																																																																																																																																			
NE 1/4 SE 1/4	38	Lot 1	21	NE 1/4 NE 1/4	6																																																																																																																																																																																		
E 1/4 NW 1/4 SE 1/4	14	Lot 2	28	NW 1/4 NE 1/4	39																																																																																																																																																																																		
S 1/2 W 1/2 E 1/2 NW 1/4 SE 1/4	5	SW 1/4 NE 1/4	38	SW 1/4 NE 1/4	31																																																																																																																																																																																		
N 1/2 W 1/2 E 1/2 NW 1/4 SE 1/4	19	NE 1/4 SE 1/4	2	NE 1/4 NW 1/4	39																																																																																																																																																																																		
SW 1/4 SE 1/4 north of Ontario-Nyssa canal	36	SE 1/4 SE 1/4	23	Lot 1	38																																																																																																																																																																																		
SE 1/4 SE 1/4	36	Sec. 12—		Lot 2	39																																																																																																																																																																																		
Sec. 25—		NW 1/4 NE 1/4	23	SE 1/4 NW 1/4	40																																																																																																																																																																																		
NE 1/4 NE 1/4 north of Ontario-Nyssa canal	34	SW 1/4 NE 1/4	24	NE 1/4 SW 1/4	40																																																																																																																																																																																		
NW 1/4 NE 1/4 north of Ontario-Nyssa canal	7	NE 1/4 NW 1/4	39	Lot 3	38																																																																																																																																																																																		
SE 1/4 NE 1/4 north of Ontario-Nyssa canal	6	NW 1/4 NW 1/4	35	Lot 4	17																																																																																																																																																																																		
SE 1/4 SE 1/4 east of Ontario-Nyssa canal	1	SW 1/4 NW 1/4	32	SE 1/4 SW 1/4	39																																																																																																																																																																																		
T. 19 S., R. 46 E., W. M.: Sec. 1—		SE 1/4 NW 1/4	35	NW 1/4 SE 1/4	29																																																																																																																																																																																		
NE 1/4 SE 1/4	1	NE 1/4 SW 1/4	40	SW 1/4 SE 1/4	19																																																																																																																																																																																		
SE 1/4 SE 1/4	10	NW 1/4 SW 1/4	39	Sec. 18—																																																																																																																																																																																			
Sec. 12—		SW 1/4 SW 1/4	38	NW 1/4 NE 1/4	6																																																																																																																																																																																		
NE 1/4 NE 1/4	16	SE 1/4 SW 1/4	39	NE 1/4 NW 1/4	36																																																																																																																																																																																		
SE 1/4 NE 1/4	11	NE 1/4 SE 1/4	7	Lot 1	21																																																																																																																																																																																		
NE 1/4 SE 1/4	4	SW 1/4 NE 1/4	39	Lot 2	34																																																																																																																																																																																		
Sec. 13—		SE 1/4 NE 1/4	32	SE 1/4 NW 1/4	10																																																																																																																																																																																		
NE 1/4 SE 1/4	3	NE 1/4 NW 1/4	39	Lot 3	30																																																																																																																																																																																		
SW 1/4 SE 1/4	9	NW 1/4 NW 1/4	38	Lot 4	22																																																																																																																																																																																		
SE 1/4 SE 1/4	33	SW 1/4 NW 1/4	38	Sec. 19—Lot 1	22																																																																																																																																																																																		
Sec. 24—		SE 1/4 NW 1/4	39	T. 20 S., R. 47 E., W. M.: Sec. 18—																																																																																																																																																																																			
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NW 1/4 NE 1/4	12	NW 1/4 SW 1/4	39	Lot 2	9																																																																																																																																																																																		
SW 1/4 NE 1/4	5	SW 1/4 SW 1/4	38	SE 1/4 NE 1/4	30	SE 1/4 SW 1/4	39	Total irrigable area	5,754	NE 1/4 SW 1/4	5	NE 1/4 SE 1/4	10	Payment of construction charges on the irrigable lands to which water is announced as available will be at the rate of \$2.00 per irrigable acre per annum for the years 1946 through 1949, in lieu of the rate specified in the 1936 contract. The amount for each of these years shall be paid in two equal semiannual installments, the first to be payable on December 31 of the year for which the annual amount is due and the second on July 1 of the ensuing year.		SE 1/4 SW 1/4	11	NW 1/4 SE 1/4	40	2. Delivery of water from the project supply to the lands above described will be made only subject to the following provisions:		NE 1/4 SE 1/4	24	SW 1/4 SE 1/4	37	a. Operation of project works by United States. The project works built by the United States shall be retained and operated by the United States until such time as written notice is hereafter given by the Secretary of the Interior (herein called the Secretary) to the several Districts which are parties to the 1936 contract (herein called subscribing districts); requiring that the Board of Control be established in accordance with the provisions of the contract of February 5, 1927 between the United States and the Ontario-Nyssa Irrigation District and the contracts between the United States and each of the other subscribing Districts; describing the works to be transferred to that Board of Control;		NW 1/4 SE 1/4	18	Sec. 14—				SW 1/4 SE 1/4	36	NE 1/4 NE 1/4	29			SE 1/4 SE 1/4	24	SE 1/4 NE 1/4	23			Sec. 25—		NE 1/4 SE 1/4	19			NE 1/4 NE 1/4	5	SE 1/4 SE 1/4	22			NW 1/4 NE 1/4	35	Sec. 13—				SW 1/4 NE 1/4	37	NE 1/4 NE 1/4	29			NE 1/4 NW 1/4	20	NW 1/4 NE 1/4	39			SW 1/4 NW 1/4	9	SW 1/4 NE 1/4	39			SE 1/4 NW 1/4	36	SW 1/4 NW 1/4	38			NE 1/4 SW 1/4	37	SE 1/4 NW 1/4	39			NW 1/4 SW 1/4	24	NE 1/4 SW 1/4	40			SW 1/4 SW 1/4	17	Lot 1	38			SE 1/4 SW 1/4	38	Lot 2	16			NW 1/4 SE 1/4	30	SE 1/4 NW 1/4	39			SW 1/4 SE 1/4	27	NE 1/4 SW 1/4	40			Sec. 26—		Lot 3	40			SE 1/4 NE 1/4	8	SE 1/4 SW 1/4	35			Sec. 35—		Lot 4	35			NE 1/4 NE 1/4	5	NE 1/4 SE 1/4	31			SE 1/4 NE 1/4	3	SE 1/4 SW 1/4	35			NE 1/4 SE 1/4	12	NW 1/4 SE 1/4	31			SE 1/4 SE 1/4	23	SW 1/4 SE 1/4	35			Sec. 36—		Sec. 31—				NW 1/4 NE 1/4	9	NE 1/4 NE 1/4	37			SW 1/4 NE 1/4	8	SW 1/4 NE 1/4	37		
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and fixing the date when the transfer is to be effective.

b. *Payment of operation and maintenance costs.* (1) During the period that the project works are being operated by the United States, the District's share of the cost of operation and maintenance of the works shall be paid by the District directly to the United States. The amount of the annual payments shall be fixed by the Secretary and payments shall be made as provided herein. Beginning with the calendar year 1946, the Secretary shall furnish to the District on or before November 1 of each year, or as soon thereafter as practicable, a statement of the estimated costs of operating and maintaining the project works during the ensuing calendar year, and of the District's share thereof. As soon as practicable, after issuance of this notice, the Secretary shall furnish to the District a similar statement for operation and maintenance during the calendar year 1946. For the calendar year 1946, the District shall pay its share in the following instalments: fifty percent (50%) on or before May 1 of that year; twenty-five percent (25%) on or before July 1 of that year; and twenty-five percent (25%) on or before December 1 of that year. For the calendar year 1947 and each succeeding year hereunder, the District shall pay its share as follows: forty percent (40%) on or before December 1 of the preceding year; twenty-five percent (25%) on or before May 1 of the year for which payment is made; and thirty-five percent (35%) on or before July 1 of that year. Whenever, in the opinion of the Secretary, funds advanced as herein required will be inadequate to operate and maintain the project works properly to the end of the calendar year for which the advances were made, the Secretary may give a supplemental statement of operation and maintenance charges stating the additional advances required for the project works for the year in question and the District's share thereof. The District shall make such additional advances on or before the date specified in such statement.

(2) As soon as practicable after the close of each calendar year the actual costs of operation and maintenance chargeable to the project works for the year just closed shall be determined and announced by the Secretary. If the part of the actual cost for the year apportionable to the District is less than the funds advanced therefor by the District, any excess shall be credited against the next instalment of operation and maintenance charges coming due hereunder. If such cost is more than the funds advanced therefor, the difference shall be paid by the District to the United States on or before the dates specified in the notice announcing such deficit.

(3) In the case of a district operating all or a portion of the works for the distribution of water within its boundaries, adjustments of the operation and maintenance charges to be paid by it to the United States shall be made to the end that the total charge for operation and maintenance for all irrigable lands of the project will be equal, taking account both of payments to be made to the United States hereunder and of pay-

ments to be made to a district for operation and maintenance performed by it. Adjustments in charges by the United States hereunder to this end shall be made on the basis provided in article 31 of the contract of February 5, 1927 with the Ontario-Nyssa Irrigation District, the Secretary acting thereunder in lieu of the Board of Control, and shall be so made notwithstanding the provisions of the 1936 contract.

(4) The determinations as to what costs incurred by the United States are properly chargeable, under this provision, to the operation and maintenance of the project works shall be made by the Secretary. There shall be included the amount required to be paid to the United States under the terms of the 1936 contract for electric power and energy supplied by the United States for the operation of project pumping plants.

c. *Basis for levy of operation and maintenance charges.* Levies and charges made by the District to collect monies to meet operation and maintenance charges and the cost of power for pumping, covering both the amounts to be paid to the United States hereunder and the costs of those kinds incurred in operational activities by the District, shall be on the following basis:

There shall be a minimum charge made annually against each acre of irrigable land in the District to which water is available from the project works, which shall be required to be paid whether or not water is used. The minimum charge and the maximum amount of water to be delivered therefor for each irrigation season shall be fixed by the District in conformity with the announcement with respect thereto made by the Secretary; *Provided*, That in no event shall the amount of water to be delivered on payment of the minimum charge be fixed by the Secretary at less than four (4) acre-feet for an irrigation season. Such announcement will be made for the calendar year 1946 as soon as practicable after the notice of availability becomes effective, and for each season thereafter on or before November 1 of the preceding calendar year. Payment of the minimum charge by the water users shall be required to be made to the District in advance of the delivery of any water in the season for which the payment is made.

Water in excess of the amount to be delivered for the minimum charge may be delivered to water users in any season on payment to the District of a charge, for each acre-foot or fraction thereof, of not less than twenty-five percent (25%) more than the average charge per acre-foot of water which said land is entitled to secure for the annual minimum charge. No excess water will be delivered to a farm unit unless advance payment therefor has been made by the water users to the District, or arrangements for such payment have been made that are satisfactory to the District and are in keeping with the requirements of the law.

d. *Deferment of charges for years 1940 through 1945.* Had the notice of availability of water under article 13-I of the 1936 contract been given on the initial date provided by that article, the construction charges payable by the Dis-

trict for each of the years 1940 through 1945 would have been fourteen thousand, three hundred eighty-five dollars (\$14,385.00). Pursuant to the authority of the Reclamation Project Act of 1939 (53 Stat. 1187), as amended, each of those amounts are hereby deferred for payment as follows: fourteen thousand, three hundred eighty-five dollars (\$14,385.00) to become due in the year following the last year of the repayment period under the 1936 contract, and a like amount to come due in each of the succeeding five years. Each of these instalments will be payable on December 1 of the year in which due, but the District may at its option make payment in semi-annual instalments, the first on December 31 of such year and the second on July 1 of the following year.

e. *Terms of this notice limited to interim period.* The provisions for the repayment of construction charges established by this notice are to govern the District's repayment obligations only until an amendatory repayment contract has been entered into under the provisions of the Reclamation Project Act of 1939, as amended. Neither the instalments fixed hereunder nor any other provision of this notice of availability shall be construed in any sense to be the measure or criterion of the terms of repayment that will be acceptable to the United States in connection with any later amendatory contract.

f. *Existing contracts unaffected.* This notice of availability is given pursuant to the existing repayment contracts between the United States and the District, and, except as the provisions herein are inconsistent therewith, those repayment contracts remain in full force and effect.

3. In addition to the foregoing provisions of this notice, the delivery of water hereunder may be made conditional on the formal acceptance of this notice by the District. In the absence of such formal acceptance, payment by the District of the first instalment of the estimated operation and maintenance charges for the year 1946, as provided in paragraph (1) of subsection 2 (b) above, will be treated as the District's acceptance of this notice and all of its provisions, and the delivery of any water at any time hereunder is predicated on this understanding.

OSCAR L. CHAPMAN,  
Acting Secretary of the Interior.

[F. R. Doc. 46-5957; Filed, Apr. 9, 1946;  
4:58 p. m.]

[No. 23]

CRYSTAL IRRIGATION DISTRICT, Owyhee  
PROJECT, OREGON-IDAHO

NOTICE OF AVAILABILITY OF WATER

FEBRUARY 19, 1946.

1. Pursuant to the provisions of article 13-I of the contract of March 16, 1936, Symbol No. IIR-876 (herein called the 1936 contract), notice is hereby given that water from the works of the Owyhee project will be available, beginning the first of the 1946 irrigation season, to the following described irrigable lands within the boundaries of the Crystal Irri-

gation District (herein called the District):

Description	Irrigable area (private land) (acres)
T. 16 S., R. 47 E., W. M.:	
Sec. 13—	
Lot 2—	11
SW $\frac{1}{4}$ NW $\frac{1}{4}$	27
SE $\frac{1}{4}$ NW $\frac{1}{4}$	33
NE $\frac{1}{4}$ SW $\frac{1}{4}$	33
NW $\frac{1}{4}$ SW $\frac{1}{4}$	33
SW $\frac{1}{4}$ SW $\frac{1}{4}$	36
SE $\frac{1}{4}$ SW $\frac{1}{4}$	32
SW $\frac{1}{4}$ SE $\frac{1}{4}$	34
SE $\frac{1}{4}$ SE $\frac{1}{4}$	31
Sec. 24—	
NE $\frac{1}{4}$ NE $\frac{1}{4}$	34
NW $\frac{1}{4}$ NE $\frac{1}{4}$	36
SW $\frac{1}{4}$ NE $\frac{1}{4}$	38
SE $\frac{1}{4}$ NE $\frac{1}{4}$	34
NE $\frac{1}{4}$ NW $\frac{1}{4}$	33
NW $\frac{1}{4}$ NW $\frac{1}{4}$	32
SW $\frac{1}{4}$ NW $\frac{1}{4}$	36
SE $\frac{1}{4}$ NW $\frac{1}{4}$	38
NE $\frac{1}{4}$ SW $\frac{1}{4}$	36
NW $\frac{1}{4}$ SW $\frac{1}{4}$	37
SW $\frac{1}{4}$ SW $\frac{1}{4}$	35
SE $\frac{1}{4}$ SW $\frac{1}{4}$	37
NE $\frac{1}{4}$ SE $\frac{1}{4}$	38
NW $\frac{1}{4}$ SE $\frac{1}{4}$	34
SW $\frac{1}{4}$ SE $\frac{1}{4}$	38
SE $\frac{1}{4}$ SE $\frac{1}{4}$	38
Sec. 25—	
NW $\frac{1}{4}$ NE $\frac{1}{4}$	38
NE $\frac{1}{4}$ NW $\frac{1}{4}$	36
NW $\frac{1}{4}$ NW $\frac{1}{4}$	37
SW $\frac{1}{4}$ NW $\frac{1}{4}$	38
SE $\frac{1}{4}$ NW $\frac{1}{4}$	38
NE $\frac{1}{4}$ SW $\frac{1}{4}$	38
NW $\frac{1}{4}$ SW $\frac{1}{4}$	35
SE $\frac{1}{4}$ SW $\frac{1}{4}$	38
T. 16 S., R. 48 E., W. M.:	
Sec. 19—	
Lot 3—	25
NW $\frac{1}{4}$ SW $\frac{1}{4}$	39
SW $\frac{1}{4}$ SW $\frac{1}{4}$	39
Lot 4—	18
Total irrigable area	1,263

Payment of construction charges on the irrigable lands to which water is announced as available will be at the rate of \$2.00 per irrigable acre per annum for the years 1946 through 1949, in lieu of the rate specified in the 1936 contract. The amount for each of these years shall be paid in two equal semiannual installments, the first to be payable on December 31 of the year for which the annual amount is due and the second on July 1 of the ensuing year.

2. Delivery of water from the project supply to the lands above described will be made only subject to the following provisions:

a. *Operation of project works by United States.* The project works built by the United States shall be retained and operated by the United States until such time as written notice is hereafter given by the Secretary of the Interior (herein called the Secretary) to the several districts which are parties to the 1936 contract (herein called subscribing districts): requiring that the Board of Control be established in accordance with the provisions of the contract of November 28, 1931 between the United States and the Crystal Irrigation District and the contracts between the United States and each of the other subscribing districts; describing the works to be transferred to that Board of Control; and fixing the date when the transfer is to be effective.

b. *Payment of operation and maintenance costs.* (1) During the period that the project works are being operated by the United States, the District's share of the cost of operation and maintenance of the works shall be paid by the District directly to the United States. The amount of the annual payments shall be fixed by the Secretary and payments shall be made as provided herein. Beginning with the calendar year 1946 the Secretary shall furnish to the District on or before November 1 of each year, or as soon thereafter as practicable, a statement of the estimated costs of operating and maintaining the project works during the ensuing calendar year, and of the District's share thereof. As soon as practicable, after issuance of this notice, the Secretary shall furnish to the District a similar statement for operation and maintenance during the calendar year 1946. For the calendar year 1946, the District shall pay its share of the following installments; fifty percent (50%) on or before May 1 of that year; twenty-five percent (25%) on or before July 1 of that year; and twenty-five percent (25%) on or before December 1 of that year. For the calendar year 1947 and each succeeding year hereunder, the District shall pay its share as follows: forty percent (40%) on or before December 1 of the preceding year; twenty-five percent (25%) on or before May 1 of the year for which payment is made; and thirty-five percent (35%) on or before July 1 of that year. Whenever, in the opinion of the Secretary, funds advanced as herein required will be inadequate to operate and maintain the project works properly to the end of the calendar year for which the advances were made, the Secretary may give a supplemental statement of operation and maintenance charges stating the additional advances required for the project works for the year in question and the District's share thereof. The District shall make such additional advances on or before the date specified in such statement.

(2) As soon as practicable after the close of each calendar year the actual costs of operation and maintenance chargeable to the project works for the year just closed shall be determined and announced by the Secretary. If the part of the actual cost for the year apportionable to the District is less than the funds advanced therefor by the District, any excess shall be credited against the next instalment of operation and maintenance charges coming due hereunder. If such cost is more than the funds advanced therefor, the difference shall be paid by the District to the United States on or before the dates specified in the notice announcing such deficit.

(3) In the case of a district operating all or a portion of the works for the distribution of water within its boundaries, adjustments of the operation and maintenance charges to be paid by it to the United States shall be made to the end that the total charge for operation and maintenance for all irrigable lands of the project will be equal, taking account both of payments to be made to the United States hereunder and of payments to be made to a district for operation and

maintenance performed by it. Adjustments in charges by the United States hereunder to this end shall be made on the basis provided in article 31 of the contract of November 28, 1931 with the Crystal Irrigation District, the Secretary acting thereunder in lieu of the Board of Control, and shall be so made notwithstanding the provisions of the 1936 contract.

(4) The determinations as to what costs incurred by the United States are properly chargeable, under this provision, to the operation and maintenance of the project works shall be made by the Secretary. There shall be included the amount required to be paid to the United States under the terms of the 1936 contract for electric power and energy supplied by the United States for the operation of project pumping plants.

c. *Basis for levy of operation and maintenance charges.* Levies and charges made by the District to collect monies to meet the operation and maintenance charges and the cost of power for pumping, covering both the amounts to be paid to the United States hereunder and the costs of those kinds incurred in operational activities by the District, shall be on the following basis:

There shall be a minimum charge made annually against each acre of irrigable land in the District to which water is available from the project works, which shall be required to be paid whether or not water is used. The minimum charge and the maximum amount of water to be delivered therefor for each irrigation season shall be fixed by the District in conformity with the announcement with respect thereto made by the Secretary: *Provided*, That in no event shall the amount of water to be delivered on payment of the minimum charge be fixed by the Secretary at less than four (4) acre-feet for an irrigation season. Such announcement will be made for the calendar year 1946 as soon as practicable after the notice of availability becomes effective, and for each season thereafter on or before November 1 of the preceding calendar year. Payment of the minimum charge by the water users shall be required to be made to the District in advance of the delivery of any water in the season for which the payment is made. Water in excess of the amount to be delivered for the minimum charge may be delivered to water users in any season on payment to the District of a charge, for each acre-foot or fraction thereof, of not less than twenty-five percent (25%) more than the average charge per acre-foot of water which said land is entitled to secure for the annual minimum charge. No excess water will be delivered to a farm unit unless advance payment therefor has been made by the water users to the District, or arrangements for such payment have been made that are satisfactory to the District and are in keeping with the requirements of the law.

d. *Deferment of charges for years 1940 through 1945.* Had the notice of availability of water under article 13-I of the 1936 contract been given on the initial date provided by that article, the construction charges payable by the Dis-

trict for each of the years 1940 through 1945 would have been three thousand, one hundred fifty-seven dollars and fifty cents (\$3,157.50). Pursuant to the authority of the Reclamation Project Act of 1939 (53 Stat. 1187), as amended, each of those amounts are hereby deferred for payment as follows: three thousand, one hundred fifty-seven dollars and fifty cents (\$3,157.50) to become due in the year following the last year of the repayment period under the 1936 contract, and a like amount to come due in each of the succeeding five years. Each of these instalments will be payable on December 1 of the year in which due, but the District may at its option make payment in semiannual instalments, the first on December 31 of such year and the second on July 1 of the following year.

e. *Terms of this notice limited to interim period.* The provisions for the repayment of construction charges established by this notice are to govern the District's repayment obligations only until an amendatory repayment contract has been entered into under the provisions of the Reclamation Project Act of 1939, as amended. Neither the instalments fixed hereunder nor any other provision of this notice of availability shall be construed in any sense to be the measure or criterion of the terms of repayment that will be acceptable to the United States in connection with any later amendatory contract.

f. *Existing contracts unaffected.* This notice of availability is given pursuant to the existing repayment contracts between the United States and the District, and, except as the provisions herein are inconsistent therewith, those repayment contracts remain in full force and effect.

3. In addition to the foregoing provisions of this notice, the delivery of water hereunder may be made conditional on the formal acceptance of this notice by the District. In the absence of such formal acceptance, payment by the District of the first instalment of the estimated operation and maintenance charges for the year 1946, as provided in paragraph (1) of subsection 2 (b) above, will be treated as the District's acceptance of this notice and all of its provisions, and the delivery of any water at any time hereunder is predicated on this understanding.

OSCAR L. CHAPMAN,

*Acting Secretary of the Interior.*

[F. R. Doc. 46-5958; Filed, Apr. 9, 1946; 4:58 p. m.]

[No. 24]

BENCH IRRIGATION DISTRICT, Owyhee  
PROJECT, OREGON-IDaho

NOTICE OF AVAILABILITY OF WATER

FEBRUARY 19, 1946.

1. Pursuant to the provisions of article 13-I of the contract of March 16, 1936, Symbol No. IIR-876 (herein called the 1936 contract), notice is hereby given that water from the works of the Owyhee project will be available, beginning the first of the 1946 irrigation season, to the following described irrigable lands with-

in the boundaries of the Bench Irrigation District (herein called the District):

Description	Irrigable area (private land) (acres)
T. 15 S., R. 47 E., W. M.:	
Sec. 31—SE $\frac{1}{4}$ SW $\frac{1}{4}$	25
SW $\frac{1}{4}$ SE $\frac{1}{4}$	22
SE $\frac{1}{4}$ SE $\frac{1}{4}$	82
T. 16 S., R. 47 E., W. M.:	
Sec. 31—	
SE $\frac{1}{4}$ SW $\frac{1}{4}$	25
Sec. 4—SW $\frac{1}{4}$ NW $\frac{1}{4}$	20
Lot 3	33
NE $\frac{1}{4}$ SW $\frac{1}{4}$	36
NW $\frac{1}{4}$ SW $\frac{1}{4}$	29
SW $\frac{1}{4}$ SW $\frac{1}{4}$	35
SE $\frac{1}{4}$ SW $\frac{1}{4}$	31
Lot 4	1
Lot 5	6
Sec. 5—Lot 1	
Lot 2	61
SW $\frac{1}{4}$ NE $\frac{1}{4}$	65
SE $\frac{1}{4}$ NE $\frac{1}{4}$	39
Lot 3	38
Lot 4	62
SW $\frac{1}{4}$ NW $\frac{1}{4}$	54
SE $\frac{1}{4}$ NW $\frac{1}{4}$	36
NE $\frac{1}{4}$ SW $\frac{1}{4}$	33
NW $\frac{1}{4}$ SW $\frac{1}{4}$	33
SW $\frac{1}{4}$ SE $\frac{1}{4}$	36
SE $\frac{1}{4}$ SE $\frac{1}{4}$	38
Sec. 6—	
Lot 1	61
Lot 2	64
SW $\frac{1}{4}$ NE $\frac{1}{4}$	37
SE $\frac{1}{4}$ NE $\frac{1}{4}$	40
Lot 3	62
NE $\frac{1}{4}$ SE $\frac{1}{4}$	39
NW $\frac{1}{4}$ SE $\frac{1}{4}$	25
E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$	19
SE $\frac{1}{4}$ SE $\frac{1}{4}$	34
Sec. 7—	
SW $\frac{1}{4}$ NE $\frac{1}{4}$	9
SE $\frac{1}{4}$ NE $\frac{1}{4}$	36
NE $\frac{1}{4}$ SE $\frac{1}{4}$	37
Sec. 8—	
NE $\frac{1}{4}$ NE $\frac{1}{4}$	38
NW $\frac{1}{4}$ NE $\frac{1}{4}$	38
SW $\frac{1}{4}$ NE $\frac{1}{4}$	39
SE $\frac{1}{4}$ NE $\frac{1}{4}$	38
NE $\frac{1}{4}$ NW $\frac{1}{4}$	35
NW $\frac{1}{4}$ NW $\frac{1}{4}$	38
SW $\frac{1}{4}$ NW $\frac{1}{4}$	38
SE $\frac{1}{4}$ NW $\frac{1}{4}$	36
Sec. 9—	
W $\frac{1}{2}$ lot 1	11
W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$	22
NE $\frac{1}{4}$ NW $\frac{1}{4}$	38
NW $\frac{1}{4}$ NW $\frac{1}{4}$	31
SW $\frac{1}{4}$ NW $\frac{1}{4}$	37
SE $\frac{1}{4}$ NW $\frac{1}{4}$	39
NE $\frac{1}{4}$ SW $\frac{1}{4}$	37
NW $\frac{1}{4}$ SW $\frac{1}{4}$	38
SW $\frac{1}{4}$ SW $\frac{1}{4}$	36
SE $\frac{1}{4}$ SW $\frac{1}{4}$	36
Portion NE $\frac{1}{4}$ SE $\frac{1}{4}$	13
NW $\frac{1}{4}$ SE $\frac{1}{4}$	37
SW $\frac{1}{4}$ SE $\frac{1}{4}$	38
SE $\frac{1}{4}$ SE $\frac{1}{4}$	38
Sec. 16—	
NE $\frac{1}{4}$ NE $\frac{1}{4}$	36
NW $\frac{1}{4}$ NE $\frac{1}{4}$	35
SW $\frac{1}{4}$ NE $\frac{1}{4}$	38
SE $\frac{1}{4}$ NE $\frac{1}{4}$	37

Total irrigable area 2,311

Payment of construction charges on the irrigable lands to which water is announced as available will be at the rate of \$2.00 per irrigable acre per annum for the years 1946 through 1949, in lieu of the rate specified in the 1936 contract. The amount for each of these years shall be paid in two equal semiannual instalments, the first to be payable on Decem-

ber 31 of the year for which the annual amount is due and the second on July 1 of the ensuing year.

2. Delivery of water from the project supply to the lands above described will be made only subject to the following provisions:

a. *Operation of project works by United States.* The project works built by the United States shall be retained and operated by the United States until such time as written notice is hereafter given by the Secretary of the Interior (herein called the Secretary) to the several districts which are parties to the 1936 contract (herein called subscribing districts): requiring that the Board of Control be established in accordance with the provisions of the contract of October 5, 1931 between the United States and the Bench Irrigation District and the contracts between the United States and each of the other subscribing districts; describing the works to be transferred to that Board of Control; and fixing the date when the transfer is to be effective.

b. *Payment of operation and maintenance costs.* (1) During the period that the project works are being operated by the United States, the District's share of the cost of operation and maintenance of the works shall be paid by the District directly to the United States. The amount of the annual payments shall be fixed by the Secretary and payments shall be made as provided herein. Beginning with the calendar year 1946, the Secretary shall furnish to the District on or before November 1 of each year, or as soon thereafter as practicable, a statement of the estimated costs of operating and maintaining the project works during the ensuing calendar year, and of the District's share thereof. As soon as practicable, after issuance of this notice, the Secretary shall furnish to the District a similar statement for operation and maintenance during the calendar year 1946. For the calendar year 1946, the District shall pay its share in the following instalments: fifty percent (50%) on or before May 1 of that year; twenty-five percent (25%) on or before July 1 of that year; and twenty-five percent (25%) on or before December 1 of that year. For the calendar year 1947 and each succeeding year hereunder, the District shall pay its share as follows: forty percent (40%) on or before December 1 of the preceding year; twenty-five percent (25%) on or before May 1 of the year for which payment is made; and thirty-five percent (35%) on or before July 1 of that year. Whenever, in the opinion of the Secretary, funds advanced as herein required will be inadequate to operate and maintain the project works properly to the end of the calendar year for which the advances were made, the Secretary may give a supplemental statement of operation and maintenance charges stating the additional advances required for the project works for the year in question and the District's share thereof. The District shall make such additional advances on or before the date specified in such statement.

(2) As soon as practicable after the close of each calendar year the actual costs of operation and maintenance chargeable to the project works for the

year just closed shall be determined and announced by the Secretary. If the part of the actual cost for the year apportionable to the District is less than the funds advanced therefor by the District, any excess shall be credited against the next instalment of operation and maintenance charges coming due hereunder. If such cost is more than the funds advanced therefor, the difference shall be paid by the District to the United States on or before the dates specified in the notice announcing such deficit.

(3) In the case of a district operating all or a portion of the works for the distribution of water within its boundaries, adjustments of the operation and maintenance charges to be paid by it to the United States shall be made to the end that the total charge for operation and maintenance for all irrigable lands of the project will be equal, taking account both of payments to be made to the United States hereunder and of payments to be made to a district for operation and maintenance performed by it. Adjustments in charges by the United States hereunder to this end shall be made on the basis provided in article 31 of the contract of October 5, 1931 with the Bench Irrigation District, the Secretary acting thereunder in lieu of the Board of Control, and shall be so made notwithstanding the provisions of the 1936 contract.

(4) The determinations as to what costs incurred by the United States are properly chargeable, under this provision, to the operation and maintenance of the project works shall be made by the Secretary. There shall be included the amount required to be paid to the United States under the terms of the 1936 contract for electric power and energy supplied by the United States for the operation of project pumping plants.

c. *Basis for levy of operation and maintenance charges.* Levies and charges made by the District to collect monies to meet operation and maintenance charges and the cost of power for pumping, covering both the amounts to be paid to the United States hereunder and the costs of those kinds incurred in operational activities by the District, shall be on the following basis:

There shall be a minimum charge made annually against each acre of irrigable land in the District to which water is available from the project works, which shall be required to be paid whether or not water is used. The minimum charge and the maximum amount of water to be delivered therefor for each irrigation season shall be fixed by the District in conformity with the announcement with respect thereto made by the Secretary; *Provided*, That in no event shall the amount of water to be delivered on payment of the minimum charge be fixed by the Secretary at less than four (4) acre-feet for an irrigation season. Such announcement will be made for the calendar year 1946 as soon as practicable after the notice of availability becomes effective, and for each season thereafter on or before November 1 of the preceding calendar year. Payment of the minimum charge by the water users shall be

required to be made to the District in advance of the delivery of any water in the season for which the payment is made. Water in excess of the amount to be delivered for the minimum charge may be delivered to water users in any season on payment to the District of a charge, for each acre-foot or fraction thereof, of not less than twenty-five percent (25%) more than the average charge per acre-foot of water which said land is entitled to secure for the annual minimum charge. No excess water will be delivered to a farm unit unless advance payment therefor has been made by the water users to the District, or arrangements for such payment have been made that are satisfactory to the District and are in keeping with the requirements of the law.

d. *Deferment of charges for years 1940 through 1945.* Had the notice of availability of water under article 13-I of the 1936 contract been given on the initial date provided by that article, the construction charges payable by the District for each of the years 1940 through 1945 would have been five thousand, seven hundred seventy-seven dollars and fifty cents (\$5,777.50). Pursuant to the authority of the Reclamation Project Act of 1939 (53 Stat. 1187), as amended, each of those amounts are hereby deferred for payment as follows: five thousand, seven hundred seventy-seven dollars and fifty cents (\$5,777.50) to become due in the year following the last year of the repayment period under the 1936 contract, and a like amount to come due in each of the succeeding five years. Each of these instalments will be payable on December 1 of the year in which due, but the District may at its option make payment in semiannual instalments, the first on December 31 of such year and the second on July 1 of the following year.

e. *Terms of this notice limited to interim period.* The provisions for the repayment of construction charges established by this notice are to govern the District's repayment obligations only until an amendatory repayment contract has been entered into under the provisions of the Reclamation Project Act of 1939, as amended. Neither the instalments fixed hereunder nor any other provision of this notice of availability shall be construed in any sense to be the measure of criterion of the terms of repayment that will be acceptable to the United States in connection with any later amendatory contract.

f. *Existing contracts unaffected.* This notice of availability is given pursuant to the existing repayment contracts between the United States and the District, and, except as the provisions herein are inconsistent therewith, those repayment contracts remain in full force and effect.

3. In addition to the foregoing provisions of this notice, the delivery of water hereunder may be made conditional on the formal acceptance of this notice by the District. In the absence of such formal acceptance, payment by the District of the first instalment of the estimated operation and maintenance charges for the year 1946, as provided in

paragraph (1) of subsection 2 (b) above, will be treated as the District's acceptance of this notice and all of its provisions, and the delivery of any water at any time hereunder is predicated on this understanding.

OSCAR L. CHAPMAN,  
*Acting Secretary of the Interior.*

[F. R. Doc. 46-5959; Filed, Apr. 9, 1946;  
4:58 p. m.]

## DEPARTMENT OF AGRICULTURE.

Office of the Secretary.

KOHRS PACKING CO.

### ORDER TERMINATING POSSESSION

By virtue of the authority vested in me by the President of the United States under Executive Order No. 9685 (11 F.R. 989), dated January 24, 1946, I hereby find from the information available to me that there is no present interruption of production, as a result of existing or threatened strikes or other labor disturbances, at the plants and facilities of the Kohrs Packing Company, located in and around Davenport, Iowa, possession of which was taken by the Secretary of Agriculture under order dated January 25, 1946 (11 F.R. 1002), issued under said Executive Order. I, therefore, terminate possession by the Government of such plants and facilities, effective as of 12:01 a. m., April 10, 1946.

Dated: April 9, 1946.

[SEAL] CLINTON C. ANDERSON,  
*Secretary of Agriculture.*

[F. R. Doc. 46-5964; Filed, Apr. 10, 1946;  
10:55 a. m.]

## Production and Marketing Administration.

DEPUTY ADMINISTRATOR AND ASSISTANT ADMINISTRATORS

### DELEGATION OF AUTHORITY

Pursuant to the authority vested in me there is hereby delegated to the Deputy Administrator and the three Assistant Administrators of Production and Marketing Administration authority to act on behalf of and for the Administrator unless the authority vested in the Administrator is specifically restricted from redelegation by law. All previous delegations are superseded to the extent that they conflict with or are inconsistent with the provisions of this delegation; however, delegations issued in official Production and Marketing Administration releases shall continue in full force and effect unless and until withdrawn or superseded by instruments of like authority.

Issued this 9th day of April 1946.

[SEAL] ROBERT H. SHIELDS,  
*Administrator.*

[F. R. Doc. 46-8003; Filed, Apr. 10, 1946;  
11:45 a. m.]

## DEPARTMENT OF LABOR.

## Wage and Hour Division.

[Administrative Order 360]

## EMPLOYMENT OF HANDICAPPED CLIENTS IN SHELTERED WORKSHOPS

## APPOINTMENT OF AUTHORIZED REPRESENTATIVE TO GRANT, DENY, OR CANCEL CERTIFICATES

Appointing Raymond G. Garceau as authorized representative to grant, deny, or cancel certificates for the employment of handicapped clients in sheltered workshops, in place of authorized representatives previously designated.

By virtue of, and pursuant to, the authority vested in me by the Fair Labor Standards Act of 1938 (52 Stat. 1060), I, L. Metcalfe Walling, Administrator of the Wage and Hour Division, United States Department of Labor, hereby designate and appoint Raymond G. Garceau as my authorized representative with full power and authority, pursuant to the provisions of section 14 of the Fair Labor Standards Act of 1938 and Regulations, Part 525, Title 29, Chapter V, Code of Federal Regulations, to grant or deny applications for Sheltered Workshop Certificates and Special Certificates for the employment of handicapped clients in sheltered workshops, to sign, issue, and cancel such certificates authorizing the employment of handicapped clients in sheltered workshops, and to take such other action as may be necessary or appropriate in connection therewith.

This order supersedes all previous orders heretofore issued by me or my predecessors in office insofar as such orders authorize certain designated officials of the national office of the Division to grant or deny applications for certificates for the employment of handicapped clients in sheltered workshops and to sign, issue, and cancel such certificates authorizing the employment of handicapped clients in sheltered workshops under section 14 of the Fair Labor Standards Act of 1938 and the Regulations, Part 525.

Effective April 15, 1946.

Signed at New York, N. Y., this 5th day of April 1946.

L. METCALFE WALLING,

Administrator,

Wage and Hour Division,  
United States Department of Labor.[F. R. Doc. 46-5948; Filed, Apr. 9, 1946;  
4:34 p. m.]

[Administrative Order 361]

## EMPLOYMENT OF HANDICAPPED CLIENTS IN SHELTERED WORKSHOPS

## DESIGNATION OF AUTHORIZED REPRESENTATIVES TO GRANT, DENY, OR CANCEL CERTIFICATES

Designating the regional directors, the assistant regional directors, and the Commissioner of Labor of North Carolina as authorized representatives to grant, deny, or cancel certificates for the employment of handicapped clients in sheltered workshops.

By virtue of, and pursuant to, the authority vested in me by the Fair Labor Standards Act of 1938 (52 Stat. 1060), I, L. Metcalfe Walling, Administrator of the Wage and Hour Division, United States Department of Labor, hereby designate and appoint the regional directors and assistant regional directors of the several regional offices of the Wage and Hour Division as my authorized representatives within their respective regions, and the Commissioner of Labor of North Carolina, with full power and authority, pursuant to the provisions of section 14 of the Fair Labor Standards Act of 1938 and Regulations, Part 525, Title 29, Chapter V, Code of Federal Regulations, to grant or deny applications for special certificates for the employment of handicapped workers and to sign, issue, and cancel such certificates authorizing the employment of handicapped workers under section 14 of the Fair Labor Standards Act of 1938 and Regulations, Part 524.

be necessary or appropriate in connection therewith.

This order supersedes all previous orders heretofore issued by me or my predecessors in office insofar as such orders authorize certain designated officials to grant or deny applications for special certificates for the employment of handicapped workers and to sign, issue, and cancel such certificates authorizing the employment of handicapped workers under section 14 of the Fair Labor Standards Act of 1938 and Regulations, Part 524.

Effective April 15, 1946.

Signed at New York, New York, this 5th day of April 1946.

L. METCALFE WALLING,  
Administrator,  
Wage and Hour Division,  
United States Department of Labor.

[F. R. Doc. 46-5950; Filed, Apr. 9, 1946;  
4:34 p. m.]

[Administrative Order 363]

## SPECIAL HOME WORK CERTIFICATES

## DESIGNATION OF AUTHORIZED REPRESENTATIVE TO GRANT, DENY, OR CANCEL CERTIFICATES

Designating the Commissioner of Labor of North Carolina as authorized representative to grant, deny, or cancel special home work certificates.

By virtue of, and pursuant to, the authority vested in me by the Fair Labor Standards Act of 1938 (52 Stat. 1060), I, L. Metcalfe Walling, Administrator of the Wage and Hour Division of the United States Department of Labor, hereby designate and appoint the Commissioner of Labor of North Carolina as my authorized representative within the State of North Carolina, with full power and authority, pursuant to the provisions of regulations, §§ 605.100-112, 607.100-112, 617.100-112, 621.100-113, 625.100-112, 628.100-112, and 633.100-112, as amended, Title 29, Chapter V, Code of Federal Regulations, to grant or deny applications for special home work certificates, to sign, issue, and cancel special home work certificates, and to take such other action as may be necessary or appropriate in connection therewith.

Effective April 15, 1946.

Signed at New York, N. Y., this 5th day of April 1946.

L. METCALFE WALLING,  
Administrator,  
Wage and Hour Division,  
United States Department of Labor.

[F. R. Doc. 46-5951; Filed, Apr. 9, 1946;  
4:34 p. m.]

## INTERSTATE COMMERCE COMMISSION.

[S. O. 479, Gen. Permit 2]

## ICING POTATOES FROM ALABAMA OR ESCAMBIA COUNTY, FLA.

Pursuant to the authority vested in me by paragraph (d) of the first ordering paragraph of Service Order No. 479 (11

F.R. 3367), permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

On any refrigerator car loaded with potatoes originating at any point in Alabama or Escambia County, Florida, to provide the first or initial icing at an icing station not beyond Atlanta, Georgia, or Jackson, Memphis or Nashville, Tenn., and to reice once in transit to full bunker capacity at a regular icing station en route beyond the station where car was initially iced.

This general permit shall become effective at 12:01 a. m., April 12, 1946, and the icing and reicing authorized herein may be accorded on such refrigerator cars moving at that time. This general permit shall expire at 11:59 p. m., June 30, 1946.

The waybills shall show reference to this general permit.

A copy of this general permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 8th day of April 1946.

V. C. CLINGER,  
Director,  
Bureau of Service.

[F. R. Doc. 46-6001; Filed, Apr. 10, 1946;  
11:33 a. m.]

[S. O. 486]

UNLOADING MACHINERY AT SAN ANTONIO,  
TEX.

At a session of the Interstate Commerce Commission, Division 3, held at its office in Washington, D. C., on the 9th day of April, A. D. 1946.

It appearing, that CNW 47971 and Milw 65866 containing machinery at San Antonio, Texas, on the International-Great Northern Railroad Company (Guy A. Thompson, Trustee), have been on hand for an unreasonable length of time and that the delay in unloading said cars is impeding their use; in the opinion of the Commission an emergency exists requiring immediate action, it is ordered, that:

*Machinery at San Antonio, Texas, be unloaded.* (a) The International-Great Northern Railroad Company (Guy A. Thompson, Trustee), its agents or employees, shall unload forthwith CNW 47971 and Milw 65866 loaded with machinery now on hand at San Antonio, Texas, consigned order Iowa Manufacturing Co., notify King Transport Co.

(b) *Notice and expiration.* Said carrier shall notify the Director of the Bureau of Service, Interstate Commerce Commission, Washington, D. C., when it has completed the unloading required by paragraph (a) hereof, and such notice shall specify when, where, and by whom such unloading was performed. Upon receipt of that notice this order shall expire.

(40 Stat. 101, sec. 402, 41 Stat. 476, sec. 4, 54 Stat. 901, 911; 49 U.S.C. 1 (10)-(17), 15 (2))

*It is further ordered.* That this order shall become effective immediately; that a copy of this order and direction shall be served upon the International-Great Northern Railroad Company (Guy A. Thompson, Trustee), and upon the Association of American Railroads, Car Service Division, as Agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and that notice of this order be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

By the Commission, Division 3.

[SEAL]

W. P. BARTEL,  
Secretary.

[F. R. Doc. 46-6000; Filed, Apr. 10, 1946;  
11:33 a. m.]

OFFICE OF ALIEN PROPERTY CUSTODIAN.

[Vesting Order 5892]

HUGO MEYER & CO.

In re: Trade Name and Trade-Mark owned by Hugo Meyer & Co.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Hugo Meyer & Co. is a business enterprise organized under the laws of, and maintaining its principal place of business in, Germany and is a national of a foreign country (Germany);

2. That the property described in subparagraph 3 hereof is property of Hugo Meyer & Co.;

3. That the property described as follows:

(a) The trade name "Hugo Meyer & Co.";

The trade-mark registered in the United States Patent Office identified as follows:

Reg. No., Date, Registrant and Character of Goods

377,133; 4-16-40; Hugo Meyer & Co., Inc.; Photographic lenses, etc.,

and the registration thereof, together with

(i) The respective good will of the business in the United States and all its possessions to which said trade name and trade-mark are appurtenant,

(ii) Any and all indicia of such good will (including but not limited to formulæ whether secret or not, secret processes, methods of manufacture and procedure, customers lists, labels, machines and other equipment),

(iii) Any interests of any nature whatsoever in and any rights and claims of every character and description to said business, good will, trade name and trade-mark and registration thereof,

(iv) All accrued royalties payable or held with respect to such trade name and trade-mark and all damages and profits

recoverable at law or in equity from any person, firm, corporation or government for past infringement thereof, and

(b) All interests and rights (including all royalties and other monies payable or held with respect to such interests and rights and all damages for breach of the agreement hereinafter described, together with the right to sue therefor) created in Hugo Meyer & Co., Gorlitz, Germany, by virtue of an agreement dated August 25, 1927 (including all modifications thereof and supplements thereto) by and between Hugo Meyer & Co., Gorlitz, Germany, and Hugo Meyer & Co. Inc., New York, New York, which agreement relates, among other things, to the trade name "Hugo Meyer & Co.",

is property of, and is property payable or held with respect to trade-marks or rights related thereto in which interests are held by, and such property itself constitutes interests held therein by, a national of a foreign country (Germany);

And having made all determinations and taken all actions required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on February 12, 1946.

[SEAL] JAMES E. MARKHAM,  
Alien Property Custodian.

[F. R. Doc. 46-5899; Filed, Apr. 9, 1946;  
11:09 a. m.]

[Vesting Order 6079]

ASKANIA-WERKE A. G.

In re: Undivided 50% interest of Askania-Werke A. G. in United States Patent No. Re. 19,114.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Askania-Werke A. G. is a corporation organized under the laws of, and maintaining its principal place of business in, Germany and is a national of a foreign country (Germany);

2. That Askania-Werke A. G. is the owner of the property described in subparagraph 3 hereof;

3. That the property described as follows: An undivided one-half (50%) interest which stands of record in the United States Patent Office in the name of Askania-Werke A. G. vormals Centralwerkstatt Dessau und Carl Bamberg Friedenau in and to the following United States Letters Patent:

• Patent Number, Date, Inventor and Title

Re. 19,114; 3-13-34; T. Stein, G. Wunsch; Device for regulating power generating plants, especially electricity works,

including all accrued royalties and all damages and profits recoverable at law or in equity from any person, firm, corporation, or government for past infringement thereof to which the owner of such interest is entitled,

is property of a national of a foreign country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on March 25, 1946.

[SEAL] JAMES E. MARKHAM,  
Alien Property Custodian.  
[F. R. Doc. 46-5900; Filed, Apr. 9, 1946;  
11:09 a. m.]

[Vesting Order 6091]

NORDDEUTSCHE KREDITBANK, A. G.

In re: Bank accounts owned by Norddeutsche Kreditbank, Aktiengesellschaft.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Norddeutsche Kreditbank, Aktiengesellschaft, the last known address of which is Postfach 13, Bremen, Germany, is a national of a designated enemy country (Germany);

2. That the property described as follows:

a. That certain debt or other obligation owing to Norddeutsche Kreditbank, Aktiengesellschaft, by The Chase National Bank of the City of New York, 18 Pine Street, New York, New York, arising out of an unclaimed dollar deposit account, entitled Norddeutsche Kreditbank Aktiengesellschaft, and any and all rights to demand, enforce and collect the same, and

b. That certain debt or other obligation owing to Norddeutsche Kreditbank, Aktiengesellschaft, by The Chase National Bank of the City of New York, 18 Pine Street, New York, New York, arising out of a dollar checking account, entitled Norddeutsche Kreditbank, Aktiengesellschaft, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country:

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to constitute an admission by the Alien Property Custodian of the lawfulness of, or acquiescence in, or licensing of, any set-offs, charges or deductions, nor shall it be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date

hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on March 26, 1946.

[SEAL] JAMES E. MARKHAM,  
Alien Property Custodian.  
[F. R. Doc. 46-5901; Filed, Apr. 9, 1946;  
11:09 a. m.]

[Vesting Order 6092]

NORDDEUTSCHE KREDITBANK, A. G.

In re: Bank account owned by Norddeutsche Kreditbank, Aktiengesellschaft.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Norddeutsche Kreditbank, Aktiengesellschaft, the last known address of which is Postfach 13, Bremen, Germany, is a national of a designated enemy country (Germany);

2. That the property described as follows: That certain debt or other obligation owing to Norddeutsche Kreditbank, Aktiengesellschaft, by Irving Trust Company, 1 Wall Street, New York, New York, arising out of a checking account, entitled Norddeutsche Kreditbank, A. G., and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to constitute an admission by the Alien Property Custodian of the lawfulness of, or acquiescence in, or licensing of, any set-offs, charges or deductions, nor shall it be deemed to limit the power

of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on March 26, 1946.

[SEAL] JAMES E. MARKHAM,  
*Alien Property Custodian.*

[F. R. Doc. 46-5902; Filed, Apr. 9, 1946;  
11:09 a. m.]

[Vesting Order 6093]

NORDDEUTSCHE KREDITBANK, A. G.

In re: Bank account owned by Norddeutsche Kreditbank Aktiengesellschaft.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Norddeutsche Kreditbank Aktiengesellschaft, the last known address of which is Bremen, Germany, is a national of a designated enemy country (Germany);

2. That the property described as follows: That certain debt or other obligation owing to Norddeutsche Kreditbank Aktiengesellschaft, by The National City Bank of New York, 55 Wall Street, New York, New York, arising out of a checking account, Account Number 1354, entitled Norddeutsche Kreditbank Akt., and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the in-

terest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to constitute an admission by the Alien Property Custodian of the lawfulness of, or acquiescence in, or licensing of, any set-offs, charges or deductions, nor shall it be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on March 26, 1946.

[SEAL] JAMES E. MARKHAM,  
*Alien Property Custodian.*

[F. R. Doc. 46-5903; Filed, Apr. 9, 1946;  
11:09 a. m.]

[Vesting Order 6094]

EISUKE ONO

In re: Bank account owned by Eisuke Ono.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Eisuke Ono, whose last known address is Japan, is a national of a designated enemy country (Japan);

2. That the property described as follows: That certain debt or other obligation owing to Eisuke Ono, by The National City Bank of New York, New York, New York, arising out of a checking account, entitled E. Ono, maintained at the branch office of the aforesaid bank located at Canal Street at Broadway, New York, New York, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a

national of a designated enemy country (Japan);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to constitute an admission by the Alien Property Custodian of the lawfulness of, or acquiescence in, or licensing of, any set-offs, charges or deductions, nor shall it be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on March 26, 1946.

[SEAL] JAMES E. MARKHAM,  
*Alien Property Custodian.*

[F. R. Doc. 46-5904; Filed, Apr. 9, 1946;  
11:09 a. m.]

[Vesting Order 6095]

ONE HUNDREDTH BANK, LTD.

In re: Bank accounts owned by One Hundredth Bank, Limited.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That One Hundredth Bank, Limited, the last known address of which is 11 Tori-Itchome, Nihonbashi, Tokyo, Japan, is a national of a designated enemy country (Japan);

2. That the property described as follows:

(a) That certain debt or other obligation owing to One Hundredth Bank, Limited, by Brown Brothers, Harriman & Co., 59 Wall Street, New York, New York, arising out of a checking account, entitled The One Hundredth Bank, Ltd., and any and all rights to demand, enforce and collect the same, and

(b) That certain debt or other obligation owing to One Hundredth Bank,

Limited, by Brown Brothers Harriman & Co., 59 Wall Street, New York, New York, arising out of an unpresented dollar drafts account, entitled The One Hundredth Bank, Limited, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Japan);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to constitute an admission by the Alien Property Custodian of the lawfulness of, or acquiescence in, or licensing of, any set-offs, charges or deductions, nor shall it be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on March 26, 1946.

[SEAL] JAMES E. MARKHAM,  
Alien Property Custodian.

[F. R. Doc. 46-5905; Filed, Apr. 9, 1946;  
11:09 a. m.]

[Vesting Order 6113]

MICHAEL SUTOR OR MRS. MARY SUTOR

In re: Bank account owned by Michael Sutor or Mrs. Mary Sutor.

No. 71—6

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Michael Sutor and Mrs. Mary Sutor, whose last known address is Inglestadt, Bavaria, Germany, are nationals of a designated enemy country (Germany);

2. That the property described as follows: That certain debt or other obligation owing to Michael Sutor or Mrs. Mary Sutor, by East River Savings Bank, New York, New York, arising out of a savings account, Account Number 142426, entitled Michael Sutor or Mrs. Mary Sutor, maintained at the branch office of the aforesaid bank located at 743 Amsterdam Avenue, New York, New York, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid nationals of a designated enemy country;

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to constitute an admission by the Alien Property Custodian of the lawfulness of, or acquiescence in, or licensing of, any set-offs, charges or deductions, nor shall it be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on March 28, 1946.

[SEAL] JAMES E. MARKHAM,  
Alien Property Custodian.

[F. R. Doc. 46-5906; Filed, Apr. 9, 1946;  
11:10 a. m.]

[Vesting Order 6114]

HEDWIG SZALLIES

In re: Bank account owned by Hedwig Szallies.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Hedwig Szallies, whose last known address is Post Weolereetischker, Kreiss Zilolt, Ost Pr. Germany, is a national of a designated enemy country (Germany);

2. That the property described as follows: That certain debt or other obligation owing to Hedwig Szallies, by East River Savings Bank, New York, New York, arising out of a savings account, Account Number 80633, entitled Hedwig Szallies, maintained at the branch office of the aforesaid bank located at 743 Amsterdam Avenue, New York, New York, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to constitute an admission by the Alien Property Custodian of the lawfulness of, or acquiescence in, or licensing of, any set-offs, charges or deductions, nor shall it be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date

hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on March 28, 1946.

[SEAL] JAMES E. MARKHAM,  
Alien Property Custodian.

[F. R. Doc. 46-5907; Filed, Apr. 9, 1946;  
11:10 a. m.]

[Vesting Order 6115]

TATSUJI TAKEUCHI

In re: Bank account owned by Tatsuji Takeuchi.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Tatsuji Takeuchi, whose last known address is c/o Kwansei Gakuin University, Nishinomiya, Kobe, Japan, is a national of a designated enemy country (Japan);

2. That the property described as follows: That certain debt or other obligation owing to Tatsuji Takeuchi, by The National City Bank of New York, New York, New York, arising out of a compound interest department account, entitled Tatsuji Takeuchi, maintained at the branch office of the aforesaid bank located at 17 East 42nd Street, New York, New York, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Japan);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to constitute an admission by the Alien Property Custodian of the

lawfulness of, or acquiescence in, or licensing of, any set-offs, charges or deductions, nor shall it be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, to file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on March 28, 1946.

[SEAL] JAMES E. MARKHAM,  
Alien Property Custodian.

[F. R. Doc. 46-5908; Filed, Apr. 9, 1946;  
11:10 a. m.]

[Vesting Order 6116]

WALTER THIEME

In re: Bank account owned by Walter Thieme.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Walter Thieme, whose last known address is Heerstrasse 15, Charlottenburg, Germany, is a national of a designated enemy country (Germany);

2. That the property described as follows: That certain debt or other obligation owing to Walter Thieme, by Central Hanover Bank & Trust Company, 70 Broadway, New York, New York, arising out of a checking account, entitled Pastor Walter Thieme, and any and all rights to demand, enforce and collect the same, is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the in-

terest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to constitute an admission by the Alien Property Custodian of the lawfulness of, or acquiescence in, or licensing of, any set-offs, charges or deductions, nor shall it be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1, a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on March 28, 1946.

[SEAL] JAMES E. MARKHAM,  
Alien Property Custodian.

[F. R. Doc. 46-5909; Filed, Apr. 9, 1946;  
11:10 a. m.]

[Vesting Order 6117]

AUGUST THYSSEN-BANK A. G.

In re: Bank account owned by August Thyssen-Bank Aktiengesellschaft.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That August Thyssen-Bank Aktiengesellschaft, the last known address of which is Bohronstrasse 8, Berlin W 8, Germany, is a national of a designated enemy country (Germany);

2. That the property described as follows: That certain debt or other obligation owing to August Thyssen-Bank Aktiengesellschaft, by Brown Brothers Harriman & Co., 59 Wall Street, New York, New York, arising out of a checking account, entitled August Thyssen-Bank Aktiengesellschaft, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires

that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to constitute an admission by the Alien Property Custodian of the lawfulness of, or acquiescence in, or licensing of, any set-offs, charges or deductions, nor shall it be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on March 28, 1946.

[SEAL] JAMES E. MARKHAM,  
Alien Property Custodian.

[F. R. Doc. 46-5910; Filed, Apr. 9, 1946;  
11:10 a. m.]

[Vesting Order 6118]

HENRY O. G. W. TOEDTER AND/OR MARIE  
LUISE A. TOEDTER

In re: Bank account owned by Henry O. G. W. Toedter and/or Marie Luise A. Toedter.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Henry O. G. W. Toedter and Marie Luise A. Toedter, whose last known address is 25 Lindenallee, Hamburg, Germany, are nationals of a designated enemy country (Germany);

2. That the property described as follows: That certain debt or other obligation owing to Henry O. G. W. Toedter and/or Marie Luise A. Toedter, by The Bowery Savings Bank, 110 East 42nd Street, New York, New York, arising out of a savings account, Account Number

233474-T, entitled Henry O. G. W. Toedter &/or Marie L. A. Toedter, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid nationals of a designated enemy country;

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to constitute an admission by the Alien Property Custodian of the lawfulness of, or acquiescence in, or licensing of, any set-offs, charges or deductions, nor shall it be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on March 28, 1946.

[SEAL] JAMES E. MARKHAM,  
Alien Property Custodian.

[F. R. Doc. 46-5911; Filed, Apr. 9, 1946;  
11:10 a. m.]

[Vesting Order 6119]

GUENTHER TONN

In re: Bank account owned by Guenther Tonn.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Guenther Tonn, whose last known address is Germany, is a national of a designated enemy country (Germany);

2. That the property described as follows: That certain debt or other obligation owing to Guenther Tonn, by The Chase National Bank of the City of New York, 18 Pine Street, New York, New York, arising out of an inactive dollar checking account, entitled Guenther Tonn, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to constitute an admission by the Alien Property Custodian of the lawfulness of, or acquiescence in, or licensing of, any set-offs, charges or deductions, nor shall it be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on March 28, 1946.

[SEAL] JAMES E. MARKHAM,  
Alien Property Custodian.

[F. R. Doc. 46-5912; Filed, Apr. 9, 1946;  
11:11 a. m.]

## OFFICE OF PRICE ADMINISTRATION.

[MPR 120, Amdt. 1 to Order 1290]

## BITUMINOUS COAL IN DISTRICT 3

## ORDER CONSOLIDATING ADJUSTMENTS FOR INDIVIDUAL MINES

For the reasons set forth in an opinion issued simultaneously herewith and in accordance with § 1340.207 (a) of Maximum Price Regulation No. 120, *It is ordered:*

Order No. 1290 under Maximum Price Regulation No. 120 is amended in the following respect:

In the table of maximum prices in paragraph (a), the mine index number "97", the mine name "McCandlish", and the maximum prices thereafter are deleted.

This Amendment No. 3 to Order No. 1290 under Maximum Price Regulation No. 120 shall become effective April 15, 1946.

Issued this 9th day of April 1946.

JAMES G. ROGERS, Jr.,  
Acting Administrator.

[F. R. Doc. 46-5932; Filed, Apr. 9, 1946;  
11:36 a. m.]

[MPR 120, Amdt. 13 to Order 1548]

## ELLIOT COAL MINING CO. ET AL.

## ADJUSTMENT OF MAXIMUM PRICES

## Correction

In the table in Federal Register Document 46-4563, page 3014, issue of Thursday, March 21, 1946, the last mine index number should read 5686.

[MPR 120, 1624]

## C. L. S. COAL CO. ET AL.

## ESTABLISHMENT OF MAXIMUM PRICES AND PRICE CLASSIFICATIONS

For the reasons set forth in an accompanying opinion, and in accordance with § 1340.210 (a) (6) of Maximum Price Regulation No. 120; *It is ordered:*

Producers identified herein operate named mines assigned the mine index numbers, the price classifications and the maximum prices in cents per net ton, for the indicated uses and shipments as set forth herein. All are in District No. 2. The mine index numbers and the price classifications assigned are permanent but the maximum prices may be changed by an amendment issued after the effective date of this order. Where such an amendment is issued for the district in which the mines involved herein are located and where the amendment makes no particular reference to a mine or mines involved herein, the prices shall be the prices set forth in such amendment for the price classifications of the respective size groups. The location of each mine is given by county and state. The maximum prices stated to be for shipment are in cents per net ton f. o. b. the mine or preparation plant and when stated to be for rail shipment or for railroad fuel are in cents per net ton f. o. b.

rail shipping point. In cases where mines ship coals by river the prices for such shipments are those established for rail shipment and are in cents per net

ton f. o. b. river shipping point. However, producer is subject to the provisions of § 1340.213 and all other provisions of Maximum Price Regulation No. 120.

C. L. S. COAL CO., SMITHTON, PA., C. L. S. NO. 1 MINE, REDSTONE SEAM, MINE INDEX NO. 4489, ALLEGHENY COUNTY, PA., SUBDISTRICT 9, RAIL SHIPPING POINT, BOSTON, PA., DEEP MINE, RAILROAD FUEL PRICE GROUP B, MAXIMUM TRUCK PRICE GROUP NO. 5

	Size group Nos.										
	1	2	3	4	5	6	7	8	9	10	11
Price classification	G	G	G	G	G	G	G	G	G		
Rail shipment	230	230	320	320	320	310	290	290	275		
Railroad fuel	335	335	335	335	335	320	290	290	280	280	
Truck shipment	445	445	445	410	380	380	380	345	305	305	290

ADAM EIDEMILLER, R. D. NO. 4, GREENBUREG, PA., BUSTER MINE, PITTSBURGH SEAM, MINE INDEX NO. 4499, WESTMORELAND COUNTY, PA., SUBDISTRICT 5, RAIL SHIPPING POINT, SUPERIOR, PA., STRIP MINE, RAILROAD FUEL PRICE GROUP C, MAXIMUM TRUCK PRICE GROUP NO. 8

Price classification	G	G	G	G	H	H	G	G	G		
Rail shipment	294	294	284	284	279	269	254	254	239		
Railroad fuel	294	294	294	294	294	279	254	254	244	244	
Truck shipment	424	424	424	404	374	374	374	314	294	294	264

F. A. R. COAL CO., C/O F. A. ROBEL, REAR 509 McMILLEN ST., JOHNSTOWN, PA., F. A. R. NO. 1 MINE, PITTSBURGH SEAM, MINE INDEX NO. 4490, WESTMORELAND COUNTY, PA., SUBDISTRICT 6, RAIL SHIPPING POINT, WILPEN, PA., STRIP MINE, RAILROAD FUEL PRICE GROUP B, MAXIMUM TRUCK PRICE GROUP NO. 8

Price classification	G	G	G	G	H	H	G	G	G		
Rail shipment	294	294	284	284	279	269	254	254	239		
Railroad fuel	299	299	299	299	299	284	254	254	244	244	
Truck shipment	424	424	424	404	374	374	374	314	294	294	264

LUTHER J. GRIMM, 806 W. MAIN ST., MOUNT PLEASANT, PA., MELVA MINE, REDSTONE SEAM, MINE INDEX NO. 4491, WESTMORELAND COUNTY, PA., SUBDISTRICT 9, RAIL SHIPPING POINT, WYANO, PA., DEEP MINE, RAILROAD FUEL PRICE GROUP D, MAXIMUM TRUCK PRICE GROUP NO. 8

Price classification	G	G	G	G	G	G	G	G	G		
Rail shipment	330	330	320	320	320	310	290	290	275		
Railroad fuel	330	330	325	325	325	310	290	290	280	280	
Truck shipment	435	435	435	415	385	385	385	325	305	305	275

LUTHER J. GRIMM, 806 W. MAIN ST., MOUNT PLEASANT, PA., MAE MINE, REDSTONE SEAM, MINE INDEX NO. 4492, WESTMORELAND COUNTY, PA., SUBDISTRICT 9, RAIL SHIPPING POINT, WYANO, PA., STRIP MINE, RAILROAD FUEL PRICE GROUP D, MAXIMUM TRUCK PRICE GROUP NO. 8

Price classification	G	G	G	G	G	G	G	G	G		
Rail shipment	294	294	284	284	284	274	254	254	239		
Railroad fuel	294	294	289	289	289	274	254	254	244	244	
Truck shipment	424	424	424	404	374	374	374	314	294	294	264

GUSEMAN BROTHERS COAL CO., 113 E. MAIN ST., UNIONTOWN, PA., ELMA NO. 2 MINE, SEWICKLEY SEAM, MINE INDEX NO. 4493, FAYETTE COUNTY, PA., SUBDISTRICT 3, RAIL SHIPPING POINT, FAIRCHANCE, PA., STRIP MINE, RAILROAD FUEL PRICE GROUP G, MAXIMUM TRUCK PRICE GROUP NO. 7

Price classification	J	J	H	H	H	H	H	H	H		
Rail shipment	294	294	279	279	279	269	244	244	234		
Railroad fuel	294	294	279	279	279	269	244	244	239	239	
Truck shipment	424	424	424	394	384	384	384	319	299	299	274

HANKINS COAL CO., UNIONTOWN, PA., HANKINS COAL CO. MINE, SEWICKLEY SEAM, MINE INDEX NO. 4493, FAYETTE COUNTY, PA., SUBDISTRICT 3, RAIL SHIPPING POINT, EVANS, PA., STRIP MINE, RAILROAD FUEL PRICE GROUP G, MAXIMUM TRUCK PRICE GROUP NO. 7

Price classification	J	J	H	H	H	H	H	H	H		
Rail shipment	294	294	279	279	279	269	244	244	234		
Railroad fuel	294	294	279	279	279	269	244	244	239	239	
Truck shipment	424	424	424	394	384	384	384	319	299	299	274

HEFLER & LONG, 809 ARTHUR AVE., SCOTTDALE, PA., WHYEL MINE, REDSTONE SEAM, MINE INDEX NO. 4482, WESTMORELAND COUNTY, PA., SUBDISTRICT 4, RAIL SHIPPING POINT, YURON, PA., DEEP AND STRIP MINE, RAILROAD FUEL PRICE GROUP D, MAXIMUM TRUCK PRICE GROUP NO. 8

Price classification	G	G	G	G	G	G	G	G	G		
Rail shipment	294	294	284	284	284	274	254	254	239		
Railroad fuel	294	294	284	284	284	274	254	254	244	244	
Truck shipment	424	424	424	404	374	374	374	314	294	294	264

The foregoing maximum prices apply to strip-mined coal; to determine the effective maximum prices for deep-mined coal; add 3¢ per net ton to the maximum prices listed for rail shipment and for railroad fuel add 1½¢ per net ton to those listed for truck shipment.

This order shall become effective April 10, 1946.

Issued this 9th day of April 1946.

JAMES G. ROGERS, Jr.,  
Acting Administrator.

[F. R. Doc. 46-5933; Filed, Apr. 9, 1946;  
11:36 a. m.]

[MPR 120, Order 1611]

ROBERT W. CAMPBELL ET AL.

## ESTABLISHMENT OF MAXIMUM PRICES AND PRICE CLASSIFICATIONS

## Correction

In the table in Federal Register Document 4874, page 3222, issue of Wednesday, March 27, 1946, the Wallace & Lambert Coal Co. mine index number should read 7681.

[RMPR 136, Amdt. 1 to Rev. Order 516]

A. S. CAMPBELL, INC.

## ESTABLISHMENT OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to sections 9, 10 and 11 (c) of Revised Maximum Price Regulation 136, *It is ordered:*

Revised Order No. 516 under Revised Maximum Price Regulation 136 is amended in the following respect:

1. The narrative in paragraph (a) preceding subparagraph (1) is amended to read as follows:

(a) A. S. Campbell Company, Incorporated, East Boston (28), Massachusetts may sell f. o. b. factory each Campbell trailer described in subparagraph (1) below at a price not to exceed the applicable list price in that subparagraph less a discount of 30 and 7 1/2% when the sale is to a distributor and 30% when the sale is to a dealer, plus the additional charges in subparagraph (2) below.

This amendment shall become effective April 10, 1946.

Issued this 9th day of April 1946.

JAMES G. ROGERS, Jr.,  
Acting Administrator.

[F. R. Doc. 46-5934; Filed, Apr. 9, 1946;  
11:37 a. m.]

[RMPR 136, Amdt. 1 to Order 578]

TRIPLETT ELECTRICAL INSTRUMENT CO.

## ESTABLISHMENT OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to section 9 (c) of Revised Maximum Price Regulation No. 136, *It is ordered:*

Order No. L-578 under Revised Maximum Price Regulation No. 136—Machines, Parts and Industrial Equipment is hereby amended in the following respects:

1. Paragraph (e) of Order No. 578 under Revised Maximum Price Regulation No. 136 is hereby amended to read as follows:

(e) The temporary maximum prices established by this order shall remain in effect until May 1, 1946.

2. Paragraph (f) of Order No. 578 under Revised Maximum Price Regulation No. 136 is hereby amended to read as follows:

(f) On or before April 15, 1946, The Triplett Electrical Instrument Company, Bluffton, Ohio, shall file with the Machinery Branch, Office of Price Administration, Washington 25, D. C., proposed maximum prices for the items listed in paragraph (b) of this order, based upon actual production costs, and computed in accordance with the provisions of section 9 (c) of Revised Maximum Price Regulation No. 136.

This order may be revised or revoked by the Price Administrator at any time.

This order shall become effective April 10, 1946.

Issued this 9th day of April 1946.

JAMES G. ROGERS, Jr.,  
Acting Administrator.

[F. R. Doc. 46-5935; Filed, Apr. 9, 1946;  
11:37 a. m.]

[MPR 188, Order 14 Under Order 6, Corr. to Revocation]

MCGRAW ELECTRIC CO.

## ESTABLISHMENT OF MAXIMUM PRICES

In the revocation to Order No. 14, the order number was incorrect. This order is corrected to read "Revocation of Order No. 13 under Order No. 6 under § 1499.159e of Maximum Price Regulation No. 188."

Issued this 9th day of April 1946.

JAMES G. ROGERS, Jr.,  
Acting Administrator.

[F. R. Doc. 46-5936; Filed, Apr. 9, 1946;  
11:37 a. m.]

[MPR 188, Revocation of Order 115 Under Order A-2]

SNELL MFG. CO.

## ADJUSTMENT OF MAXIMUM PRICES

## Correction

The bracketed MPR designation for Federal Register Document 46-5300, page 3432, issue of Tuesday, April 2, 1946, should read as set forth above.

[MPR 188, Order 4948]

HINSDALE MFG. CO.

## APPROVAL OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to § 1499.158 of Maximum Price Regulation No. 188, *It is ordered:*

(a) Order No. 3811 under § 1499.158 of Maximum Price Regulation No. 188 is hereby revoked.

(b) This order establishes maximum prices for sales and deliveries of certain articles manufactured by Hinsdale Manufacturing Company of 1720 Walnut Street, Chicago 12, Illinois.

(1) For all sales and deliveries to the following classes of purchasers by the sellers indicated below, the maximum prices are those set forth below:

Percentage off list prices in Manufacturer's Catalogue No. 97

For sales by the manufacturer to its exclusive distributors	60
For sales by any person to:	
Stocking jobbers	50
Drop shipping jobbers	40
Retailers and industrial users	33 1/3
Household consumers	List

These maximum prices are for the articles described in the manufacturer's catalogue number 97, and for all other articles for which maximum prices have been properly determined.

(2) For sales by the manufacturer, the maximum prices apply to all sales and deliveries since Maximum Price Regulation No. 188 became applicable to those sales and deliveries. These prices are subject to a cash discount of one percent for payment within ten days, except that sales to ultimate consumers and industrial users are net; they are f. o. b. factory except that full freight shall be allowed for shipments of \$100.00 or more within Continental United States.

(3) For sales by persons other than the manufacturer, the maximum prices apply to all sales and deliveries after the effective date of this order. These prices are subject to each seller's customary terms and conditions of sale on sales of similar articles. In the case of sales by wholesalers, they are f. o. b. seller's city except that full freight shall be allowed for shipments of \$100.00 or more within the Continental United States.

(4) If the manufacturer wishes to make sales and deliveries to any other class of purchaser or on other terms and conditions of sale, he must apply to the Office of Price Administration, Washington, D. C., under the Fourth Pricing Method, § 1499.158 of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until maximum prices have been authorized by the Office of Price Administration.

(c) At the time of, or prior to, the first invoice to each purchaser for resale, the seller shall notify the purchaser in writing of the maximum prices and conditions established by this order for sales by the purchaser. This notice may be given in any convenient form.

(d) This order may be revoked or amended by the Price Administrator at any time.

(e) This order shall become effective on the 10th day of April 1946.

Issued this 9th day of April 1946.

JAMES G. ROGERS, Jr.,  
Acting Administrator.

[F. R. Doc. 46-5937; Filed, Apr. 9, 1946; 11:38 a. m.]

[MPR 188, Amdt. 1 to Order 4499]

BEACON HILL LAMPS, INC.

## APPROVAL OF MAXIMUM PRICES

## Correction

The bracketed order number for Federal Register Document 46-4619, page 3017, issue of Thursday, March 21, 1946, should read as set forth above.

## FEDERAL REGISTER, Thursday, April 11, 1946

[MPR 580, Revocation of Order 227]

PEARCE MFG. CO.

## ESTABLISHMENT OF MAXIMUM PRICES

Order of revocation of Order No. 227 under section 13, MPR 580. Pearce Manufacturing Company. Docket No. 6063-580-13-417.

For the reasons set forth in the opinion issued simultaneously herewith and pursuant to Section 13 of Maximum Price Regulation No. 580, *It is ordered:*

(a) Order No. 227 issued on application of Pearce Manufacturing Company, Latrobe, Pennsylvania, is hereby revoked.

(b) The Pearce Manufacturing Company shall within ten days of the effective date of this order send a copy of this order to all persons who have purchased any of the articles listed in paragraph (a) of Order No. 227, as amended, since March 20, 1945, the effective date of Maximum Price Regulation 580 and shall within fifteen days of the effective date of this order send to the Distribution Price Branch, Consumer Goods Price Division, Office of Price Administration, Washington 25, D. C., a written notice, signed by an officer or duly authorized agent, stating its compliance with the provisions of this order, and listing the customers to whom written notices were sent.

(c) Retailers of articles as described in (b) above are required, from the effective date of this order of revocation, to fix their ceiling prices under such other regulation as would have been applicable in the absence of Order No. 227.

This order shall become effective April 9, 1946.

Issued this 9th day of April 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-5938; Filed, Apr. 9, 1946;  
11:34 a. m.]

[MPR 591 Order 412]

STERLING, INC.

## ADJUSTMENT OF MAXIMUM PRICES

Order No. 412 under section 16 of Maximum Price Regulation No. 591, specified mechanical building equipment. Adjustment of maximum prices for sales of heating specialties such as valves, traps, vents, strainers and thermostatic valves, limited to those covered by Maximum Price Regulation No. 591 but excluding condensation and vacuum pumps manufactured by Sterling, Inc. of Milwaukee, Wisconsin. Docket No. 6075-591-16-25.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to section 16 of the Maximum Price Regulation No. 591, it is ordered:

(a) *Adjustment of maximum prices for Sterling, Inc. of Milwaukee, Wisconsin.* (1) Sterling, Inc. may increase its properly established maximum prices for its line of Heating Specialties such as valves, traps, vents, strainers and thermostatic valves, limited to those covered by Maximum Price Regulation No. 591, but

excluding condensation and vacuum pumps, in effect on April 9, 1946, to each class of purchaser by 9 percent.

(2) Sterling, Inc. shall continue to extend discounts and allowances, including transportation allowances, and to render services which are at least as favorable as those which Sterling, Inc. extended or rendered or would have extended or rendered to purchasers of the same class on sales of comparable quantities of those products during March 1942.

(b) *Maximum prices for resellers.* The maximum prices for sales by a reseller of any of the commodities for which adjustment is granted Sterling, Inc. under this order shall be his maximum price to each class of purchaser in effect on April 9, 1946, plus the actual dollars-and-cents increase in present acquisition costs resulting from the adjustment granted Sterling, Inc. of Milwaukee, Wisconsin under this order.

(c) *Notification to all purchasers.* Sterling, Inc. of Milwaukee, Wisconsin, shall send the following notice to every purchaser of the commodities covered by this order at or before the time of the first billing after the adjustment granted by this order is put into effect:

Order No. 412 under section 16 of Maximum Price Regulation No. 591 provides for increase in net prices for sale of Heating Specialties such as valves, traps, vents, strainers and thermostatic valves limited to those covered by Maximum Price Regulation No. 591 but excluding condensation and vacuum pumps manufactured by Sterling, Inc. Resellers may add the actual dollars-and-cents increase in their acquisition cost resulting from the adjustment granted the manufacturer, to their existing maximum prices.

(d) All prayers of the application of Sterling, Inc., not granted in this order are denied.

(e) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective April 10, 1946.

Issued this 9th day of April 1946.

JAMES G. ROGERS, JR.,  
Acting Administrator.

[F. R. Doc. 46-5940; Filed, Apr. 9, 1946;  
11:38 a. m.]

[Rev. Max. Import Price Reg., Order 115]

## IMPORTED BROOM CORN

## ESTABLISHMENT OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to section 5 of the Revised Maximum Import Price Regulation, it is ordered:

(a) *Purpose of this order.* This order establishes maximum prices for all classes of sellers of imported broom corn in the continental United States.

(b) *Maximum prices on sales by any person who does not warehouse.* Maximum prices on sales by any person who does not warehouse imported broom corn before sale shall be 13.625 cents per pound, f. o. b. port of entry, all charges paid (including fumigating).

(c) *Maximum prices on sales by any person who does warehouse.* Maximum prices on sales of imported broom corn by any person who warehouses the imported broom corn before sale shall be as follows:

Maximum  
selling  
prices  
(cents per  
pound)

Quantity shipped or delivered at one time:	
14,000 lbs. or over	14.375
3,000 to 13,999 lbs.	14.875
Under 3,000 lbs.	15.500

The above maximum selling prices are net cash, f. o. b. point of delivery to a carrier for shipment to the purchaser, loaded on railroad car, truck or other conveyance, such point of delivery being a shipping point where the seller maintains warehouse space: *Provided*, That actual freight charges may be added to the foregoing applicable maximum prices in an amount not exceeding the lowest published carload rate from the port of entry to the point of delivery to the carrier. The freight charge so added, however, must be indicated as a separate item on the invoice to the buyer.

(d) *Notification of maximum prices.* All sellers covered by this order selling imported broom corn priced under this order shall include on the invoice to each purchaser other than industrial users the following statement:

The invoiced imported broom corn is sold to you at prices no higher than the maximum prices established by Order No. 115 under the Revised Maximum Import Price Regulation. Your own maximum resale prices are established by the same order.

(e) *Less than maximum prices.* Prices lower than those established in this order may be charged, demanded, offered or paid.

(f) *Revocation and amendment.* This order may be revoked or amended at any time.

This order shall become effective April 15, 1946.

Issued this 10th day of April 1946.

JAMES G. ROGERS, JR.,  
Acting Administrator.

[F. R. Doc. 46-5988; Filed, Apr. 10, 1946;  
11:27 a. m.]

[RMPR 136, Order 597]

## DISTRIBUTION TRANSFORMERS

## ADJUSTMENT OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to section 31 of the Revised Maximum Price Regulation 136, *It is ordered:*

(a) As used in this order, the phrase "distribution transformers" shall include:

(1) All transformers 500 Kva and under employing oil or other insulating liquid in which the core and coils are emersed and classified as distribution transformers;

(2) Air blast transformers, 500 Kva and under.

(3) All dry type transformers, 500 Kva and under, for use on circuits above 600 volts for lighting and power applications;

(4) All repair and renewal parts, spare parts, and accessories, including bushings for these transformers;

But shall not include instrument transformers, dry type transformers other than those defined in subparagraph (3) - regulating or constant current transformers or individual transformers for street lighting purposes.

(b) The maximum prices for sales by manufacturers of distribution transformers shall be the list prices published in the year 1941, after October 1, 1941, subject to the same extra charges, discounts and allowances to the manufacturer which he had in effect to a purchaser of the same class on October 1, 1941. Any manufacturers who did not publish a new list price in the year 1941, after October 1, 1941, shall establish his maximum prices for sales of distribution transformers "in-line" with the list prices of his closest competitor published in the year 1941, after October 1, 1941.

(c) The maximum prices of resellers of distribution transformers shall be the maximum prices in effect to a purchaser of the same class just prior to the issuance of this order, increased by the percentage by which his net invoiced cost has been increased by reason of the provisions of this order.

(d) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective April 15, 1946.

Issued this 10th day of April 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-5990; Filed, Apr. 10, 1946;  
11:27 a. m.]

[MPR 580, Amdt. 1 to Order 19]

KENDAL, CO.

#### ESTABLISHMENT OF CEILING PRICES

Maximum Price Regulation No. 580, Amendment 1 to Order 19. Establishing ceiling prices at retail for branded articles. Docket No. 6063-580-13-24.

For the reasons set forth in the opinion issued simultaneously herewith, Order No. 19, issued under section 13 of Maximum Price Regulation 580 on application of The Kendall Company, Walpole, Massachusetts, is amended in the following respects:

1. Paragraph (a) is amended to increase the retail ceiling price established for the article listed below:

Article	Manufacturer's ceiling price to—		Ceiling price at retail (per dozen)
	Wholesalers (per dozen)	Retailers (per dozen)	
Curity diapers	\$1.67	48 dozen or more—\$1.85 Less than 48 dozen—\$1.98	\$2.70

2. Paragraph (d) is amended to read:

On or before the first delivery to any purchaser for resale of each article listed in paragraph (a), the seller shall send the purchaser a copy of this order and all subsequent amendments.

This amendment shall become effective April 9, 1946.

Issued this 9th day of April 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-5945; Filed, Apr. 9, 1946;  
4:07 p. m.]

[MPR 580, Amdt. 2 to Order 26]

CHICOOPEE MFG. CORP.

#### ESTABLISHMENT OF CEILING PRICES

Maximum Price Regulation No. 580, Amendment 2 to Order 26. Establishing ceiling prices at retail for branded articles. Docket No. 6063-580-13-403.

For the reasons set forth in the opinion issued simultaneously herewith, Order No. 26, issued under section 13 of Maximum Price Regulation 580 on application of Chicopee Manufacturing Corporation, New Brunswick, New Jersey is amended in the following respect:

1. Paragraph (a) is amended to increase the retail ceiling price established for the article listed below:

Branded article	Manufacturer's ceiling price to—		Ceiling price at retail (per dozen)
	Wholesalers (per dozen)	Retailers (per dozen)	
Chix diapers	\$1.67	48 dozen or more—\$1.85 Less than 48 dozen—\$1.98	\$2.70

This amendment shall become effective April 9, 1946.

Issued this 9th day of April 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-5946; Filed, Apr. 9, 1946;  
4:07 p. m.]

#### Regional and District Office Orders.

[Region II Rev. Order G-27 Under RMPR 122]

#### SOLID FUELS IN DELAWARE

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122, it is ordered:

(a) *What this order does*—(1) *Dealers' maximum prices; area covered.* If you are a dealer in solid fuels, this order fixes the maximum prices which you may charge, and if you are a purchaser in the course of trade or business, this order fixes the maximum prices which you may pay, for certain kinds, sizes and quantities of solid fuel, delivered to or at any point in the State of Delaware.

That area comprises two zones as follows:

*Zone 1.* Zone 1 includes that portion of the State of Delaware north of the Chesapeake and Delaware Canal with the exception of the towns of St. Georges and Delaware City.

*Zone 2.* Zone 2 comprises all of the State of Delaware not included in Zone 1.

(2) *Schedules of prices, charges and discounts.* The applicable prices, authorized charges and required discounts, from which you shall determine the maximum prices for designated kinds, sizes and quantities of solid fuels delivered within Zones 1 and 2 are set forth in Schedules 1 and 11 hereafter.

(3) *To what sales this order applies.* If you are a dealer in solid fuels, you are bound by the prices and discounts, and by all other provisions of this order for all deliveries within Zones 1 and 2.

You shall determine the maximum price for "direct-delivery" sales, as hereinafter defined, by reference to the appropriate schedule of this order covering the zone to which delivery is made, whether or not you are located in one of the two zones.

You shall determine your maximum price for a "yard" sale, as hereinafter defined, by reference to the appropriate schedule of this order covering the zone in which the purchaser takes physical possession or custody of the solid fuel.

(b) *What this order prohibits.* Regardless of any contract or other obligations, you shall not:

(1) Sell or, in the course of trade or business, buy solid fuels of the kinds, sizes, and in the quantities set forth in the schedules herein, at prices higher than the maximum prices computed as set forth in paragraph (c) of this order, although you may charge, pay or offer less than maximum prices.

(2) Obtain any price higher than the applicable maximum price by:

(i) Changing the discounts authorized herein, or

(ii) Charging for any service which is not expressly requested by the buyer, or

(iii) Charging for any service for which a charge is not specifically authorized by this order, or

(iv) Charging a price for any service higher than the schedule price for such service, or

(v) Using any tying agreement or requiring that the buyer purchase anything in addition to the fuel requested by him, except that a dealer may comply with requirements or standards with respect to deliveries which have been or may be issued by an agency of the United States Government.

(vi) Using any other device by which a higher price than the applicable maximum price is obtained, directly or indirectly.

(c) *How to compute maximum prices.* You must figure your maximum price as follows:

(1) Use the schedule which covers your sale. (Schedule I applies to sales on a "direct-delivery" basis, "yard sales," and "sales of bagged coal" within Zone 1. You will find Schedule I in paragraph (d). In like manner, Schedule II applies to similar sales in Zone 2. You will find Schedule II in paragraph (e)).

(2) Take the dollars-and-cents figure set forth in the applicable table of the schedule, for the kind, size, and quantity of solid fuel you are selling.

(3) Deduct from that figure the amount of the discount which you are required to give, as specified therein. Where a discount is required, you must state it separately on your invoice.

(4) If, at your purchaser's request, you actually render him a service for which this order authorizes a charge, you may add to the figure obtained as above no more than the maximum authorized service charge. You must state that charge separately on your invoice. The only authorized service charges are those provided for in the schedules.

(5) If you deliver a fraction of a net ton, even if less than one-half ton, and the applicable schedule provides a discount on the basis of one ton or one-half ton, you shall allow a proportionate discount, making your calculation to the nearest full cent. For example, if you are required to deduct 75¢ per ton for cash payment, you shall deduct 56¢ for three-quarters of a ton.

(6) If you deliver a fraction of a net ton, but not less than one-half ton, and the applicable schedule provides a service charge on the basis of one ton, you shall add no more than a proportionate service charge, making your calculation to the nearest full cent. For example, if the transaction permits a service charge of 50¢ per ton, you shall not add more than 38¢ for performance of that service in connection with the delivery of three-quarters of a ton.

(d) *Schedule I.* Schedule I establishes specific maximum prices for certain kinds, sizes, and quantities of solid fuels, delivered to or at any point within Zone 1. There is a separate table of prices for "direct-delivery" sales, "yard sales", and "sales of bagged coal".

(1) *Sales on a "direct-delivery" basis.*

[For sales of solid fuels of the kinds and sizes, and in the quantities specified]

Kind and size of fuel	Per net ton	Per net $\frac{1}{2}$ ton	Per 100 lbs. for sales of 100 lbs. or more but less than $\frac{1}{2}$ ton
Pennsylvania anthracite:			
Broken, egg, stove, nut	\$14.95	\$7.75	\$0.85
Pea	13.25	6.90	.75
Buckwheat	11.25	5.90	.65
Rice	10.15	5.35	.60
Barley	8.90	4.70	—
Screenings	4.80	2.40	—

Bituminous coal (from underground mines) from district No. 1—Pennsylvania:		Per net ton
Egg or pea (double screened coal sold for domestic use)	ton	\$10.50
Run of Mine in price classification "A"		9.65
Run of Mine in price classification "D" and "E"		9.10
2" lump in price classification "E"		9.30
Smithing Coal		10.65
High volatile coal from district No. 3:		
2" nut and slack		8.78
Stoker pea (double screened)		8.78
High volatile coal from district No. 8:		
Cannel coal—lump		18.95
Splint coal—lump sold as fireplace coal		15.45
Coke—Byproduct and retort gas		13.25

*Required discounts.* You shall deduct from the prices set forth in table (1) of this schedule, on sales and deliveries of all sizes of anthracite except screenings, a discount of 75¢ per net ton and 40¢ per net  $\frac{1}{2}$  ton, where payment is made within ten days after delivery. Nothing herein requires you to sell on other than a cash basis.

a discount of 75¢ per net ton and 40¢ per net  $\frac{1}{2}$  ton, where payment is made within ten days after delivery.

You shall deduct a discount of 50¢ per net ton, where payment is made within ten days after delivery, on sales and deliveries of the following kinds and sizes of bituminous coal: "Egg" and "Pea" from District No. 1; High Volatile Cannel Coal (lump), and Splint Coal (lump sold as fireplace coal) from District No. 8.

**MAXIMUM AUTHORIZED SERVICE CHARGES**

*Special service rendered at the request of the purchaser*

	Cents (per net ton)
"Carry" or "wheel" (except for sales amounting to less than $\frac{1}{2}$ ton)	50
Carrying upstairs or downstairs, for each floor above or below the ground floor (except for sales amounting to less than $\frac{1}{2}$ ton). This charge shall be in addition to any charge for "carry" or "wheel"	50

(2) "Yard sales."

[For sales of anthracite of the sizes and in the quantities specified to dealers and to consumers]

Kind and size of fuel	Per net ton, for sales of $\frac{1}{2}$ ton or more		Per 100 lbs. for sales of 100 lbs. or more but less than $\frac{1}{2}$ ton
	To dealers for resale	To consumers	
Pennsylvania anthracite:			
Broken, egg, stove, nut	\$12.95	\$13.85	\$0.75
Pea	11.25	12.15	.65
Buckwheat	9.55	10.15	.55
Rice	8.45	9.05	.50
Barley	7.20	7.80	—
Screenings	2.95	2.95	—

Bituminous coal (from underground mines)	Per net ton for sales of $\frac{1}{2}$ ton or more	
	To dealers for sale	To consumers
From District No. 1—Pennsylvania:		
Egg or pea (double screened coal sold for domestic use)	\$8.40	\$8.90
Run of Mine in price classification "A"	8.05	8.55
Run of Mine in price classification "D" and "E"	7.50	8.00
2" lump in price classification "E"	7.70	8.20
Smithing coal	9.05	9.55
High volatile coal from district No. 3:		
2" nut and slack	7.18	7.68
Stoker pea (double screened)	7.18	7.68
High volatile coal from district No. 8:		
Cannel coal—lump	16.85	17.35
Splint coal—lump sold as fireplace coal	13.35	13.85
Coke—by-product and retort gas	11.15	11.15

*Required discounts.* You shall deduct from the prices set forth in table (2) of this schedule, on sales and deliveries of all sizes of anthracite except screenings in quantities of  $\frac{1}{2}$  ton or more, a discount of 75¢ per net ton and 40¢ per net  $\frac{1}{2}$  ton, where payment is made within ten days after delivery. Nothing herein requires you to sell on other than a cash basis.

(3) "Sales of bagged Pennsylvania anthracite" (maximum prices per bag).

**MAXIMUM PRICES PER 50 LB. PAPER BAG**

Size	Delivered at dealer's yard			Sales to ultimate consumer
	To dealers	To consumers	Delivered to retail stores	
Nut	\$0.365	\$0.445	\$0.445	\$0.495
Pea	.34	.39	.39	.44

**MAXIMUM PRICES PER 20 LB. PAPER BAG**

Nut	\$0.16	\$0.18	\$0.18	\$0.20
Pea				

(4) *Addition by dealers of charges for oil or chemical treatment of bituminous coal.* Notwithstanding other provisions of this order, if you are a dealer charged a price for oil or chemical treatment of bituminous coal from Districts 3 and 8, you may, on sales of such treated coal, add to the maximum prices set by this order the treatment charge made by your supplier: *Provided*, That it does not exceed 10¢ per net ton. This treatment charge may be added only if the treated coal is kept separate and is not mixed with other untreated coal. You need not separately state the amount of this treatment charge if you clearly indicate on the invoice that the coal is so treated. Provisions of this paragraph shall not apply to sales of solid fuels in less than  $\frac{1}{4}$  ton lots, unless requested by the purchaser.

(e) *Schedule II.* Schedule II establishes specific maximum prices for certain sizes of Pennsylvania anthracite, in certain specific quantities, delivered to or at any point within Zone 2. There is a separate table of prices for "direct-delivery" sales, "yard sales", and "sales of bagged coal".

(1) *Sales on a "direct-delivery" basis.*

[For sales of anthracite of the sizes and in the quantities specified]

Size	Per net ton	Per net $\frac{1}{2}$ ton	Per 100 lbs. for sales of 100 lbs. or more, but less than $\frac{1}{2}$ ton	Per 100 lbs. for sales of 100 lbs. or more, but less than $\frac{1}{2}$ ton
				Per net ton
Broken, egg, stove, nut	\$15.25	\$7.90	\$0.90	\$0.90
Pea	13.65	7.10	.80	.80
Buckwheat	11.65	5.80	.70	.70
Rice	10.65	5.30	—	—
Barley	8.80	4.65	—	—
Screenings	4.80	2.40	—	—

*Required discounts.* You shall deduct from the prices set forth in table (1) of this schedule, on sales and deliveries of all sizes except screenings, a discount of 50¢ per net ton and 25¢ per net  $\frac{1}{2}$  ton, where payment is made within ten days after delivery. Nothing herein requires you to sell on other than a cash basis.

**MAXIMUM AUTHORIZED SERVICE CHARGES**

*Special service rendered at the request of the purchaser*

	Cents (per net ton)
"Carry" or "wheel" (except for sales amounting to less than $\frac{1}{2}$ ton)	50
Carrying upstairs or downstairs, for each floor above or below the ground floor (except for sales amounting to less than $\frac{1}{2}$ ton). This charge shall be in addition to any charge for "carry" or "wheel"	50

MAXIMUM AUTHORIZED SERVICE CHARGES—Con.  
Special service rendered at the request of the  
purchaser—Continued Cents  
(per net ton)

For deliveries beyond 2 miles from the  
limits of the city, town, or village in  
which is located dealer's place of busi-  
ness ----- 50

(2) "Yard sales."

[For sales of anthracite of the sizes and in the quantities  
specified]

Size	Per net ton for sales of 1/2 ton or more	Per 100 lbs. for sales of 100 lbs. or more but less than 1/2 ton
Broken, egg, stove, nut.....	\$14.15	\$0.80
Pea.....	12.55	.70
Buckwheat.....	10.45	.60
Rice.....	9.45	-----
Barley.....	8.20	-----
Screenings.....	2.95	-----

**Required discounts.** You shall deduct from the prices set forth in table (2) of this schedule, on sales and deliveries of all sizes except screenings in quantities of  $\frac{1}{2}$  ton or more, a discount of 50¢ per ton and 25¢ per net  $\frac{1}{2}$  ton, where payment is made within ten days after delivery. Nothing herein requires you to sell on other than a cash basis.

(3) "Sales of bagged coal" (maximum prices per bag).

Size	Maximum prices per 50 lb. paper bag			
	Delivered at dealer's yard to—		Delivered to retail stores	Sales to ultimate consumers
	Dealers	Con- sumers		
Nut.....	\$0.415	\$0.465	\$0.465	\$0.515
Pea.....	.36	.41	.41	.46

(f) **Commingling.** If you sell one size or brand of solid fuel, commingled with another size or kind of solid fuel, your maximum price for the combination shall be the maximum price established in this order for the smallest of the sizes or the least expensive kind of fuel so commingled, whichever is lower, whether the sale be a "direct-delivery" sale, "yard sale", or "sale of bagged coal", except in the following situation. Where the purchaser requests that two or more sizes or kinds of fuel be commingled in one delivery, then, in that event, if those sizes and kinds are separately weighed at the point of loading, or when bagged, the dealer may commingle those sizes and kinds in the truck or other vehicle, or in the bags, in which the delivery is made. The price for fuel so commingled, shall be calculated on the basis of the applicable per net ton price, or, in the case of bagged coal, on the basis of the applicable bagged price, for each size and kind in the combination, and the invoice shall separately state the price, so determined, for the quantity of each size and kind in the combination.

(g) **Ex parte 148—freight rate increase.** Since the ex parte freight rate increase has been rescinded by the Interstate Commerce Commission, dealers' freight rates are the same as those of

December 1941. Therefore, you may not increase any Schedule Price on account of freight rates.

(h) **Addition of increase in suppliers' maximum prices prohibited.** You may not increase the specific maximum prices established by this order to reflect, in whole or in part, any subsequent increase to you in your supplier's maximum price for the same fuel. The specific maximum prices already reflect increases to you in your suppliers' maximum prices occurring up to the effective date of this order. If increases in your suppliers' maximum prices should occur after such date, as a result of any amendment to, or revision of a maximum price regulation is used by the Office of Price Administration, governing sales and deliveries made by such suppliers, the Regional Administrator will, if he then deems it to be warranted, take appropriate action to amend this order to reflect such increases.

(i) **Taxes.** If you are a dealer subject to this order you may collect, in addition to the specific maximum prices established herein, provided you state it separately, the amount of the Federal tax upon the transportation of property imposed by section 620 of the Revenue Act of 1942 actually paid or incurred by you, or any amount equal to the amount of such tax paid by any of your prior suppliers and separately stated and collected from you by the supplier from whom you purchased. On sales to the United States or any agency thereof, or to the State of Delaware or any political subdivision thereof, you need not state this tax separately.

(j) **Adjustable pricing.** You may not make a price adjustable to a maximum price which will be in effect at some time after delivery of the fuel has been completed; but the price may be adjustable to the maximum price in effect at the time of delivery.

(k) **Petitions for amendment.** Any person seeking an amendment of any provision of this order, may file a petition for amendment in accordance with the provisions of Revised Procedural Regulation No. 1, except that the petition shall be filed with the Regional Administrator, and acted upon by him.

(l) **Right of amendment or revocation.** The Regional Administrator or the Price Administrator, may amend, revoke or rescind this order, or any provisions thereof, at any time.

(m) **Applicability of other regulations.** If you are a dealer subject to this order, you are governed by the licensing provisions of Licensing Order 1. Licensing Order 1 provides, in brief, that a license is required of all persons making sales for which maximum prices are established. A license is automatically granted. It is not necessary to apply for the license. The license may be suspended for violations in connection with the sale of any commodity for which maximum prices are established. If your license is suspended, you may not sell any such commodity during the period of suspension.

(n) **Records.** If you are a dealer subject to this order, you shall preserve, keep, and make available for examination by the Office of Price Administration, a record of every sale of solid fuels

hereunder, showing the date, the name and address of the buyer, if known, the per net ton price charged, and the solid fuel sold. The solid fuel shall be identified in the manner in which it is described in the order. The record shall also state separately each service rendered and the charge made for it.

(o) **Posting of maximum prices; sales slips and receipts.** (1) If you are a dealer subject to this order, you shall post all your maximum prices (as set forth in the applicable schedule or schedules of this order) in your place of business in a manner plainly visible to and understandable by the purchasing public.

(2) If you are a dealer subject to this order, you shall, except for a sale of less than one-half ton, give each purchaser a sales slip or receipt showing your name and address, the kind, size and quantity of fuel sold to him, the date of the sale or delivery, and the price charged, separately stating the amount, if any, of the required discounts which must be deducted from and the authorized service charges and the taxes, which may be added to the specific maximum prices prescribed herein.

In the case of all other sales, you shall give each purchaser a sales slip or receipt containing the information described in the foregoing paragraph, if requested by such purchaser or if, during December 1941, you customarily gave purchasers such sales slips or receipts.

(p) **Enforcement.** (1) Persons violating any provision of this order are subject to civil and criminal penalties, including suits for treble damages, provided for by the Emergency Price Control Act of 1942, as amended.

(2) Persons who have any evidence of any violation of this order are urged to communicate with the Wilmington District Office of the Office of Price Administration; or with the Price Panel of the appropriate War Price and Rationing Board.

(q) **Definitions and explanations.** When used in this Revised Order No. G-27, the term: (1) "Person" includes an individual, corporation, partnership, association or any other organized group of persons, or legal successor or representative of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political sub-division, or any agency or any of the foregoing.

(2) "Sell" includes sell, supply, dispose, barter, exchange, lease, transfer, and deliver, and contracts and offers to do any of the foregoing. The terms "sale," "selling," "sold," "seller," "buy," "purchase" and "purchaser" shall be construed accordingly.

(3) "Dealer" means any person selling solid fuel of the kinds and sizes set forth in the schedules herein, and does not include a producer or distributor making sales at or from a mine, a preparation plant operated as an adjunct of any mine, or a briquette plant.

(4) "Direct-delivery", except with respect to sales in 100 lb. lots, means delivery to the buyer's bin or storage space by dumping or chuting directly from the seller's truck or other vehicle, or, where such delivery to the buyer's bin or storage space is physically impossible, by discharging at the point nearest and most

accessible to the buyer's bin or storage space and at which the coal can be discharged directly from the seller's truck. "Direct-delivery" in 100 lb. lots shall means depositing in buyer's bin or other storage space designated by buyer.

(5) "Carry" and "wheel" refer to the movement of solid fuel to buyer's bin or storage space, in baskets or other containers, or by wheelbarrow or barrel, from the seller's truck or other vehicle, or from the point nearest and most accessible to the buyer's bin or storage space at which coal is discharged from the seller's truck in the course of "direct-delivery".

(6) "Yard sales" means sales accompanied by physical transfer to the buyer's truck or vehicle at the yard, dock, barge, car, or at a place of business of the seller other than at seller's truck or vehicle.

(7) "Pennsylvania anthracite" means all coal produced in the Lehigh, Schuylkill and Wyoming regions in the Commonwealth of Pennsylvania.

(8) The sizes of Pennsylvania anthracite described as broken, egg, stove, nut, pea, buckwheat, rice, barley and screenings shall refer to the same sizes of the same fuel as were sold and delivered in the State of Delaware with such designation during December 1941.

(9) "Delivered at dealer's yard" as applied to sales of bagged coal, means physical transfer at the dealer's yard to the purchaser's truck or other vehicle.

(10) "Delivered to retail stores" as applied to sales of bagged coal, means deposit in that part of the store designated by the purchaser.

(11) "Sales to ultimate consumer" as applied to bagged coal, means sales by dealers, other than sales at the dealer's yard, whether or not delivered to the consumer's premises.

(12) "District No." refers to the geographical coal-producing districts as defined in the Bituminous Coal Act, of 1937, as amended, and as they have been modified as of midnight, August 23, 1943.

(13) "Low volatile bituminous coal" is produced in the low volatile sections of the producing districts specified herein.

(14) "High volatile bituminous coal" is produced in the high volatile sections of the producing districts specified herein.

(15) "By-product coke" means all coke and coke braize made in by-product oven plants.

(16) "Retort gas coke" means all coke and coke braize made in gas retort plants.

(17) "Underground mine" or "deep mine" means a mine from which the coal is taken only from underground seams from which the overburden is not removed, and does not include a mine from which coal is taken by the stripping method.

(18) All designations in this order of sizes, classifications, etc., applicable to bituminous coal, refer to the sizes, classifications, etc., as set forth in the minimum price schedules for the various producing districts issued by the Bituminous Coal Division of the United States Department of the Interior, as in effect midnight, August 23, 1943. Where the minimum price schedules do not make specific mention of any size designated

in this order, such size designations shall refer to the sizes of bituminous coal sold as such in the State of Delaware during December, 1941.

(19) Except as otherwise provided herein or as the context may otherwise require, the definitions set forth in §§ 1340.255 and 1340.266 of Revised Maximum Price Regulation No. 122 shall apply to terms used herein.

(r) *Effect of order on Revised Maximum Price Regulation No. 122.* To the extent applicable this order supersedes Revised Maximum Price Regulation No. 122.

(s) *Effect of order on Order No. G-27 as originally issued.* Order No. G-27 under Revised Maximum Price Regulation No. 122, as issued on February 1, 1944, is hereby revoked in full as of the effective date of this order.

NOTE: The record-keeping requirements of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

This Revised Order No. G-27 shall become effective March 25, 1946.

(56 Stat. 23, 765; Pub. Law 151, 79th Cong.; E.O. 9250, 7 F.R. 7871, and E.O. 9328, 8 F.R. 4681)

Issued March 19, 1946.

LEO F. GENTNER,  
Regional Administrator.

[F. R. Doc. 46-5777; Filed, Apr. 5, 1946;  
1:40 p. m.]

#### SECURITIES AND EXCHANGE COMMISSION.

[File 30-71]

AMERICAN UTILITIES SERVICE CORP.

#### MEMORANDUM OPINION AND ORDER

At a regular session of the Securities and Exchange Commission held at its office in the City of Philadelphia, Pa., on the 8th day of April, A. D., 1946.

American Utilities Service Corporation ("American"), a registered holding company, having filed an application, pursuant to section 5 (d) of the Public Utility Holding Company Act of 1935, for an order under said act finding that American has ceased to be a holding company, reciting, *inter alia*, that it has disposed of the possession, ownership and control of all of the voting securities of public utility companies formerly held by it and that it does not now, directly or indirectly, own, control or hold with power to vote or otherwise any of the outstanding voting securities of a public utility company or of a company which is a holding company within the meaning of the provisions of the Act; and having requested an order finding and declaring that American had ceased to be a holding company, subject to the condition that the entry of such an order shall not constitute a waiver of jurisdiction by the Commission with respect to the approval of the payment of fees and expenses incurred in connection with its amended plan of recapitalization (American Utilities Service Corporation, \_\_\_ S. E. C. \_\_\_ (1945), Holding Company Act Release No. 5662); and

The Commission having issued a notice of filing on March 8, 1946 with respect to said application and said notice having stated that any interested person may not later than March 25, 1946 request the Commission in writing that a hearing be held on such matter and the Commission not having received a request for hearing with respect to said application within the period prescribed in said notice, or otherwise, and not having ordered a hearing thereon; and

It appearing to the Commission that the amended plan of recapitalization of American provided that "American undertakes to, and shall pay such fees and reimburse such expenses incurred or to be incurred in connection with the amended plan, the transactions incident thereto, and the consummation thereof, as are approved, allocated or awarded by order or orders of the Commission"; and American agreeing in the instant filing that it will not pay any fees and expenses other than such fees and expenses as may be allowed by the Commission; and

The Commission finding that American has ceased to be a holding company and that the registration as a holding company should cease to be in effect and that it is necessary and appropriate to impose terms or conditions for the protection of investors in connection with the termination of such registration:

*It is ordered*, That American Utilities Service Corporation has ceased to be a holding company, and that the registration of American Utilities Service Corporation as a holding company shall from the date of the entry of this order cease to be effective, subject, however, to the following condition:

1. That the entry of this order shall not constitute a waiver of jurisdiction by the Commission with respect to the approval of the payment of fees and expenses incurred or claimed to be incurred in connection with amended plan of recapitalization of American Utilities Service Corporation; and that American Utilities Service Corporation shall pay such fees and expenses incurred or claimed to have been incurred in connection with its amended plan of recapitalization as may be approved, allocated or awarded by order or orders of the Commission, and shall pay no fees and expenses not so approved, allocated or awarded.

By the Commission.

[SEAL] ORVAL L. DUBOIS,  
Secretary.

[F. R. Doc. 46-5982; Filed, Apr. 10, 1946;  
11:24 a. m.]

[File 70-1260]

NEW BEDFORD GAS AND EDISON LIGHT CO.

#### NOTICE OF FILING OF APPLICATION

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 9th day of April 1946.

Notice is hereby given that an application has been filed with this Commission pursuant to the Public Utility Holding Company Act of 1935 by New Bedford Gas and Edison Light Company

(New Bedford), a subsidiary of New England Gas and Electric Association, a registered holding company; and

Notice is further given that any interested person may, not later than April 24, 1946 at 5:30 p. m., e. s. t., request the Commission in writing that a hearing be held on such matter, stating the reasons for such request and the nature of his interest, or may request that he be notified if the Commission should order a hearing thereon. At any time thereafter such application, as filed or as amended, may be granted, as provided in Rule U-23 of the Rules and Regulations promulgated pursuant to said act, or the Commission may exempt such transaction as provided in Rules U-20 (a) and U-100 thereof. Any such request should

be addressed: Secretary, Securities and Exchange Commission, 18th and Locust Streets, Philadelphia 3, Pennsylvania.

All interested persons are referred to said application, which is on file in the offices of said Commission, for a statement of the transactions therein proposed which are summarized below:

New Bedford proposes to issue to The First National Bank of Boston its notes payable in amounts not exceeding in the aggregate \$1,000,000, all of such notes to be issued and dated prior to December 31, 1946 in such denominations as the company shall elect at the time of issue, to mature not earlier than June 30, 1949 and not later than June 30, 1950, and to bear interest at a rate not exceeding 2½%.

The new notes will be issued for the purpose of paying for proposed extensions, additions and betterments to the plant and property of New Bedford.

The application is filed pursuant to section 6 (b) of the Public Utility Holding Company Act of 1935 for exemption from the provisions of section 6 (a) of the act of the issue and sale of the securities designated herein, such issue and sale having been expressly authorized by the Department of Public Utilities of the Commonwealth of Massachusetts.

By the Commission.

[SEAL] ORVAL L. DUBois,  
Secretary.

[F. R. Doc. 46-5983; Filed, Apr. 10, 1946;  
11:24 a. m.]